

Brian M. Rothschild (15316)
Darren Neilson (15005)
Simeon Brown (17951)
PARSONS BEHLE & LATIMER
201 South Main Street, Suite 1800
Salt Lake City, Utah 84111
Telephone: (801) 532-1234
Facsimile: (801) 536-6111
BRothschild@arsonsbehle.com
DNeilson@parsonsbehle.com
SBrown@parsonsbehle.com

Attorneys for SoNev Construction LLC

George Hofmann (10005)
Jeffrey L. Trousdale (14814)
COHNE KINGHORN, P.C.
111 East Broadway, 11th Floor
Salt Lake City, Utah 84111
Telephone: (801) 363-43004
Facsimile: (801) 363-4378
ghofmann@ck.law
jtousdale@ck.law

Attorneys for Keith Gilbert

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF UTAH**

In re

SONEV CONSTRUCTION LLC and

KEITH GILBERT,

Debtors.

Jointly Administered under
Case No. 22-bk-21037-WTT

(Jointly Administered with Case No. 22-bk-
21988-WTT)

Chapter 11

**THIS DOCUMENT RELATES TO BOTH
DEBTORS**

JOINT DEBTORS' PLAN OF REORGANIZATION

SoNev Construction LLC, the above-captioned debtor and debtor-in-possession (“**SoNev**” or the “**Debtor**”), and Keith Gilbert, an individual and the principal of SoNev (“**Gilbert**” and, together with SoNev, the “**Joint Debtors**” or each a “**Joint Debtor**”) who also is a debtor and is jointly filing this Plan of Reorganization with Debtor, by and through their respective counsel, file and propose this Plan of Reorganization (this “**Plan**”) under Subchapter V of Chapter 11 of Title 11 of the United States Code (the “**Bankruptcy Code**”).

SUMMARY

THIS SUMMARY IS FOR CONVENIENCE ONLY AND IS QUALIFIED ENTIRELY BY THE TERMS OF THIS PLAN. CAPITALIZED TERMS NOT DEFINED IN THIS SUMMARY SHALL HAVE THE SAME MEANING AS DEFINED IN THE PLAN.

The Joint Debtors commenced their Chapter 11 Cases by filing petitions for relief under Subchapter V of Chapter 11 of the Bankruptcy Code because of interruptions in SoNev's operations and to resolve their then-inability to pay secured and unsecured debts as they came due. To maximize the value of the Joint Debtors' estates, pay creditors' claims, and reorganize their financial affairs, the Joint Debtors hereby submit this Plan of Reorganization.

Under the Plan, the Joint Debtors will do the following:

(1) pay all classified and unclassified Priority Claims in full, in cash, 20 days after the Effective Date;

(2) pay the Holders of Secured Claims, which are primarily financing arrangements for the Debtor's construction equipment, in full with interest over 5 years in regular quarterly payments beginning 20 days after the Effective Date, with the holders of such Secured Claims to retain their security interests;

(3) reinstate, cure, and pay the Secured Claim of the U.S. Small Business Administration in accordance with its loan agreement with the Debtor with the U.S. Small Business Administration to retain its security interest in substantially all of the Debtor's personal property;

(4) pay the Holders of General Unsecured Claims in full with interest at the Federal Judgment Rate over 5 years in regular quarterly payments beginning on the fifth day of the first calendar quarter after the Effective Date; and

(5) reinstate the existing Equity Interests of the Debtor.

The Debtor will fund the execution of this Plan using revenue from the Debtor's operations. Gilbert will fund his responsibilities under this Plan with the income he receives as

Manager of the Debtor and, to the extent necessary, with the income he receives from other entities in which he holds an ownership interest.

The treatment of Claims and Equity Interests in each class for the Debtor is summarized as follows:¹

SUMMARY OF CLAIMS AGAINST THE DEBTOR

Class	Type of Allowed Claim or Equity Interest: Holders Name	Impairment/Voting	Recovery/Treatment
1	Priority Claims	Unimpaired Not Entitled to Vote Deemed to Accept	<ul style="list-style-type: none"> • Payment in full in cash 20 days after the Effective Date
2	Secured Creditor: Stearns Bank Equipment Finance	Impaired Entitled to Vote	<ul style="list-style-type: none"> • Payment in full in regular quarterly cash payments commencing on the fifth day of the first calendar quarter after the Effective Date over five years with interest at five percent • Retains security interest (each containing cross collateralization clauses)
3	Secured Creditor: Komatsu Financial Limited Partnership	Impaired Entitled to Vote	<ul style="list-style-type: none"> • Payment in full in regular quarterly cash payments commencing on the fifth day of the first calendar quarter after the Effective Date over five years with interest at five percent • Retains security interest in its collateral
4	Secured Creditor: Komatsu America, DBA Komatsu Equipment Company	Impaired Entitled to Vote	<ul style="list-style-type: none"> • Payment in full in regular quarterly cash payments commencing on the fifth day of the first calendar quarter after the Effective Date over five years with interest at five percent • Retains security interest in its collateral
5	Secured Creditor: Komatsu Financial Limited Partnership	Impaired Entitled to Vote	<ul style="list-style-type: none"> • Payment in full in regular quarterly cash payments commencing on the fifth day of the first calendar quarter after the Effective Date over five years with interest at five percent • Retains security interest in its collateral

¹ Gilbert's Claims are classified in Section 2.5 of the Plan.

6	Secured Creditor: Komatsu Financial Limited Partnership	Impaired Entitled to Vote	<ul style="list-style-type: none"> • Payment in full in regular quarterly cash payments commencing on the fifth day of the first calendar quarter after the Effective Date over five years with interest at five percent • Retains security interest in its collateral
7	Secured Creditor: Komatsu Financial Limited Partnership	Impaired Entitled to Vote	<ul style="list-style-type: none"> • Payment in full in regular quarterly cash payments commencing on the fifth day of the first calendar quarter after the Effective Date over five years with interest at five percent • Retains security interest in its collateral
8	Secured Creditor: U.S. Small Business Administration	Unimpaired Deemed to Accept, but will solicit vote anyway	<ul style="list-style-type: none"> • Payment in full under terms the terms of the Loan Authorization and Agreement dated June 20, 2020 between Debtor and the U.S. Small Business Administration. • Retains security interest in substantially all of the Debtor's personal property
9	Secured Creditor: Caterpillar Financial Services Corporation	Impaired Entitled to Vote	<ul style="list-style-type: none"> • Payment in full in regular quarterly cash payments commencing on the fifth day of the first calendar quarter after the Effective Date over five years with interest at five percent • Retains security interest in its collateral
10	Secured Creditor: Road Machinery LLC/Financial Pacific Leasing	Impaired Entitled to Vote	<ul style="list-style-type: none"> • Payment in full in regular quarterly cash payments commencing on the fifth day of the first calendar quarter after the Effective Date over five years with interest at five percent • Retains security interest in its collateral
11	Secured Creditor: Crestmark Vendor Finance, a Division of Metabank, National Association	Impaired Entitled to Vote	<ul style="list-style-type: none"> • Payment in full in regular quarterly cash payments commencing on the fifth day of the first calendar quarter after the Effective Date over five years with interest at five percent • Retains security interest in its collateral
12	Secured Creditor: Deere & Company	Impaired Entitled to Vote	<ul style="list-style-type: none"> • Payment in full in regular quarterly cash payments commencing on the fifth day of the first calendar quarter after the Effective Date over five years with interest at five percent • Retains security interest in its collateral

13	Secured Creditor: Ford Motor Credit	Impaired Entitled to Vote	<ul style="list-style-type: none"> • Payment in full in regular quarterly cash payments commencing on the fifth day of the first calendar quarter after the Effective Date over five years with interest at five percent • Retains security interest in its collateral
14	Secured Creditor: Amur Equipment Finance Corporation Service Company as Representative	Impaired Entitled to Vote	<ul style="list-style-type: none"> • Payment in full in regular quarterly cash payments commencing on the fifth day of the first calendar quarter after the Effective Date over five years with interest at five percent • Retains security interest in its collateral
15	Secured Creditor: Amur Equipment Finance Corporation Service Company as Representative	Impaired Entitled to Vote	<ul style="list-style-type: none"> • Payment in full in regular quarterly cash payments commencing on the fifth day of the first calendar quarter after the Effective Date over five years with interest at five percent • Retains security interest in its collateral
16	Secured Creditor: Balboa Capital	Impaired Entitled to Vote	<ul style="list-style-type: none"> • Payment in full in regular quarterly cash payments commencing on the fifth day of the first calendar quarter after the Effective Date over five years with interest at five percent • Retains security interest in its collateral
17	Secured Creditor: Advantage Leasing/Associated Bank, N.A.	Impaired Entitled to Vote	<ul style="list-style-type: none"> • Payment in full in regular quarterly cash payments commencing on the fifth day of the first calendar quarter after the Effective Date over five years with interest at five percent • Retains security interest in its collateral
18	Secured Creditor Ford Motor Credit	Impaired Entitled to Vote	<ul style="list-style-type: none"> • Payment in full in regular quarterly cash payments commencing on the fifth day of the first calendar quarter after the Effective Date over five years with interest at five percent • Retains security interest in its collateral
19	General Unsecured Claims	Impaired Entitled to Vote	<ul style="list-style-type: none"> • Payment in full in regular quarterly payments beginning on the fifth day of the first calendar quarter after the Effective Date with interest at the Federal Judgment Rate
20	Equity Interests in the Debtor	Unimpaired Deemed to Accept, but will solicit vote anyway	<ul style="list-style-type: none"> • Existing Equity Interests will be reinstated

21	Secured Creditor: Americredit Financial Services, Inc., d/b/a GM Financial	Unimpaired Deemed to Accept, but will solicit vote anyway	<ul style="list-style-type: none"> • Claims will be paid by Gilbert in accordance with pre-Petition Date agreements between Gilbert and GM Financial • Retains a security interest in its Collateral
----	---	--	--

All Holders of Claims and Equity Interests should refer to Articles III through VI of this Plan for information regarding their precise treatment. Because the Joint Debtors are seeking confirmation of a consensual plan and all Classes except Classes 1, 8, 20 and 21 are impaired and entitled to vote, the Joint Debtors will solicit acceptance of the Plan from all Holders of Claims and Equity Interests. The Joint Debtors will distribute this Plan to all parties in interest upon approval of a confirmation schedule by the Bankruptcy Court. The Joint Debtors submit that the Plan and the attachments hereto, which are incorporated by reference, contain adequate information for all parties in interest to make an informed judgment as to whether they will support or object to the Plan and vote to accept or reject the Plan, including information regarding the risks associated with the Plan, alternatives to the Plan, the Debtor's prospects, and the rights of Holders of Claims and Equity Interests. For details regarding Gilbert's treatment of his Creditors, please reference Section 2.5 of the Plan.

YOUR RIGHTS MAY BE AFFECTED. YOU SHOULD READ THESE PAPERS CAREFULLY AND DISCUSS THEM WITH YOUR ATTORNEY, IF YOU HAVE ONE. IF YOU DO NOT HAVE AN ATTORNEY, YOU MAY WISH TO CONSULT ONE.

ARTICLE 1 DEFINITIONS

Capitalized words not otherwise defined in this Plan have the following meanings:

1.1 **Administrative Expense Claim** means any Claim arising from the administration of the Joint Debtor's Chapter 11 Case as provided in section 503 of the Bankruptcy Code or that is entitled to priority under section 507(a)(1) of the Bankruptcy Code, including, without limitation, (a) fees and expenses of the Debtor's professionals Allowed pursuant to an Order of the Bankruptcy Court, and (b) all Allowed fees and expenses of the Subchapter V Trustees.

1.2 **Allowed** or **Allowance** means with respect to Claims (a) any Claim (i) for which a Proof of Claim has been timely filed on or before the applicable Claims Bar Date or (ii) that is listed in the Debtor's or Gilbert's schedules (as amended and on file on each respective docket as of the Effective Date) as not disputed, not contingent, and not unliquidated whether or not a Proof of Claim has been timely filed; provided that, in each case, any such Claim shall be considered Allowed only if and to the extent that no objection to the allowance thereof has been filed by the Effective Date or such an objection has been withdrawn or the Claim has been thereafter Allowed by a final non-appealable order; or (b) any Claim Allowed pursuant to the Plan if not otherwise subject to a timely filed objection. Claims allowed solely for the purpose of voting to accept or reject the Plan pursuant to an order of the Bankruptcy Court shall not be considered "Allowed Claims" hereunder.

1.3 **Avoidance Action** means all avoidance, recovery, subordination or other actions or remedies that may be brought on behalf of the Joint Debtors or their estates (or any one of them) under the Bankruptcy Code or applicable non-bankruptcy law, including, without limitation, actions or remedies under sections 510, 542, 543, 544, 545, 547, 548, 549, 550, 551, 553(b) and 724(a) of the Bankruptcy Code and other similar state law claims and causes of action.

1.4 **Bankruptcy Code** means title 11 of the United States Code as in effect on the Petition Date.

1.5 **Bankruptcy Court** means the United States Bankruptcy Court for the District of Utah, Southern Region of the Central Division.

1.6 **Chapter 11 Cases** means this Case No. 22-bk-21037-WTT under Subchapter V of Chapter 11 of the Bankruptcy Code in the Bankruptcy Court, and the jointly administered case of Gilbert, Case No. 22-bk-21988-WTT.

1.7 **Claim** has the meaning set forth in section 101(5) of the Bankruptcy Code, the value of which is determined as of the Petition Date.

1.8 **Claims Bar Date** means,

With respect to the Debtor, (a) September 21, 2022 for a Proof of Claim filed by a government unit, (b) 30 days after the Effective Date for all Administrative Expense Claims; (c) 10 days after the entry of the Confirmation Order or any order approving

rejection of an executory contract for all Claims arising from the rejection of an executory contract; and (d) June 3, 2022 for a Proof of Claim for all other Claims; and

With respect to Gilbert, (i) November 23, 2022 for a Proof of Claim filed by a government unit, (ii) 30 days after the Effective Date for all Administrative Expense Claims; (iii) 10 days after the entry of the Confirmation Order or any order approving rejection of an executory contract for all Claims arising from the rejection of an executory contract; and (iv) August 5, 2022 for a Proof of Claim for all other Claims

1.9 **Collateral** means the interest of a Holder of a Secured Claim in property of the Debtor but only to the extent that (a) such property Securing a Secured Claim properly attached, (b) was perfected by a valid method of perfection under applicable law prior to the Petition Date (c) that is otherwise now unavoidable, (d) and only to the extent of the value in the property that is in excess of the Secured Claims of any and all more senior Security Interests on such property.

1.10 **Confirmation Date** means the date that the Confirmation Order becomes a final, non-appealable order and on which no stay of the Confirmation Order is in effect.

1.11 **Confirmation Hearing** means the hearing that is scheduled by the Bankruptcy Court to consider confirmation of the Plan as it may be convened and continued by the Bankruptcy Court from time to time.

1.12 **Confirmation Order** means the order entered by the Bankruptcy Court confirming the Plan.

1.13 **Debtor** means SoNev Construction LLC, a Nevada limited liability company, the debtor in the Chapter 11 Case No. 21-bk-21037, with “Debtor” referencing such entity irrespective of whether the reference is to a time that is either before or after the Effective Date. Unless otherwise stated, any references to Debtor will only be to SoNev Construction LLC and not Gilbert.

1.14 **Debtor Causes of Action** means all claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action and liabilities, arising on, prior to, or after the Petition Date, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising in law, equity or otherwise, including Avoidance Actions, asserted, or which may be asserted, by or on behalf of the Debtor and/or the Debtor’s estate, or Gilbert and Gilbert’s estate, as the case may be, whether or not pending on the Effective Date or prosecuted thereafter against any person, based in law or equity, including, without limitation, under the Bankruptcy Code, whether direct, indirect, derivative, or otherwise and whether asserted or unasserted; provided, further, that for the avoidance of doubt, Debtor Causes of action include all claims asserted in any pending adversary proceeding, including all causes of action against The Pike Company, and all causes of action against Cole West.

1.15 **Disallowed** means a Claim (a) with respect to which the Bankruptcy Court has entered a final non-appealable order that such Claim is disallowed, (b) not found in the Debtor’s schedules by the Confirmation Date, or (c) for which a Proof of Claim was not filed by the applicable Claims Bar Date.

1.16 **Disputed** means a Claim for which a Proof of Claim was filed prior to the applicable Claims Bar Date or which was marked “Disputed” in the Debtor’s schedules that has not been Allowed or Disallowed by a final non-appealable order and as to which the Debtor or another party in interest has filed an objection or commenced an adversary proceeding prior to the Effective Date.

1.17 **Effective Date** means the first business day 14 days after the Confirmation Date.

1.18 **Equity Interest** means the rights of the holders of the common stock of all classes issued or unissued by the Debtor and outstanding immediately prior to the Effective Date, and any options, warrants or other rights with respect thereto including all agreements for the payment of profits, issuance of further Equity Interests, or any other right held by any holder of an Equity Interest respecting the Debtor’s common stock, and including any claim arising for rescission of the purchase or sale of an Equity Security of the Debtor to the extent it would be subordinated to the level of common stock under section 510(b) of the Bankruptcy Code.

1.19 **Federal Judgment Rate** means the interest rate in effect under 28 U.S.C. § 1961, simple interest, which, for the avoidance of doubt, is 2.83 percent per annum.

1.20 **General Unsecured Claim** means any Claim that is not an Administrative Expense Claim, Priority Claim, Secured Claim, that is not given priority under section 507(a) of the Bankruptcy Code or otherwise or subject to subordination under section 510 of the Bankruptcy Code.

1.21 **Gilbert** means Keith Gilbert, an individual, who is also a debtor-in-possession whose debts and financial affairs are being reorganized under this Plan pursuant to the provisions of Subchapter V of Chapter 11 of the Bankruptcy Code. It is expressly acknowledged that Gilbert is a debtor under this Plan and reorganizing his debts as described herein, but any references to “Debtor” is to SoNev Construction LLC unless otherwise stated in this Plan.

1.22 **Holder** means the holder of a Claim or Equity Interest of the Debtor on the Voting Record Date, or, in the case of an Administrative Expense Claim, such later date on which such Administrative Expense Claim is Allowed.

1.23 **Joint Debtors** means SoNev and Gilbert, collectively, and a “**Joint Debtor**” means any one of SoNev or Gilbert, as applicable.

1.24 **Plan** means this Plan of Reorganization under Chapter 11, Subchapter V of the Bankruptcy Code.

1.25 **Plan Supplement** means the exhibits and supporting documents to this Plan, which shall be filed on the Bankruptcy Court docket and which are incorporated in this Plan by reference.

1.26 **Petition Date** means March 25, 2022 with respect to SoNev’s Chapter 11 Case, and May 27, 2022 with respect to Gilbert’s Chapter 11 Case.

1.27 **Priority Claim** means a Claim that is entitled to priority in payment under section 507(a) of the Bankruptcy Code that is not an Administrative Expense Claim or a Priority Tax Claim.

1.28 **Priority Tax Claim** means a Claim that is entitled to priority in payment under section 507(a)(8) of the Bankruptcy Code; provided, however, that any Claim on account of any penalty arising with respect to or in connection with a Priority Tax Claim that does not compensate the Holder for actual pecuniary loss shall be treated as a General Unsecured Claim.

1.29 **Projected Disposable Income** has the meaning set forth in section 1191(d) of the Bankruptcy Code as used in conjunction with the word “projected” in section 1191(c)(2)(B) of the Bankruptcy Code.

1.30 **Proof of Claim** means a proof of claim filed with the Bankruptcy Court.

1.31 **Subchapter V Trustees** mean D. Ray Strong, the trustee in the Debtor’s Chapter 11 Case, and Harvey Sender, the trustee appointed in Gilbert’s case, each appointed under section 1183 of the Bankruptcy Code and any successor trustees under Subchapter V.

1.32 **Secured or Security Interest** means a lien on property in which a Joint Debtor has an interest or that is subject to a valid right of setoff under section 553 of the Bankruptcy Code, which secures a Claim, to the extent of the value of the Claim holder's interest in such Joint Debtor’s interest in such property or to the extent of the amount subject to such valid right of setoff, as applicable, as determined under section 506 of the Bankruptcy Code.

1.33 **Unsecured** means a Claim that is not Secured.

1.34 **Unsecured Deficiency Claim** means the amount of a Claim to the extent it exceeds the value of the Collateral.

1.35 **Voting Record Date** means the date that is 14 days before the first date scheduled by the Bankruptcy Court for the Confirmation Hearing.

ARTICLE 2

HISTORY OF THE JOINT DEBTORS AND EVENTS LEADING UP TO CHAPTER 11

2.1 Nature of SoNev’s Business and Operations

SoNev is a specialty construction contractor specializing in construction, grading, excavation, and development services for the surface mining industry. The Debtor’s business requires large, complex, and sophisticated heavy equipment that is specially designed for servicing the mining industry and specialty construction projects, and the Debtor’s use and operation of this equipment is essential to the day-to-day operations of its business. The Debtor is providing services under contracts with large mining or specialty construction operations and government entities in the State of Utah and other states, including Idaho and Nevada.

2.2 The Debtor's Secured Creditors

Because of the Debtor's business model, most of SoNev's Secured Creditors are manufacturers and sellers of complex and high-end heavy machinery. The Secured Creditors are broken down into two categories: (a) first, Secured Creditors with loans or agreements that have Debtor's capital equipment held as the Secured Creditor's Collateral, including each of the following Secured Creditors: Advantage Leasing, Stearns Bank Equipment Finance, Komatsu Financial Limited Partnership, Komatsu America, DBA Komatsu Equipment Company, Caterpillar Financial Services Corporation, Road Machinery LLC, Crestmark Vendor Finance, Deere & Company, Ford Motor Credit, Amur Equipment Finance Corporation, and Balboa Capital; (b) second, the U.S. Small Business Administration, which is Secured by an all-assets lien on Debtor's personal property. The Debtor also has Administrative Expense Claims, Priority Tax Claims, and General Unsecured Claims against it.

During the pendency of the Chapter 11 Cases, certain General Unsecured Creditors argued that they were secured because they had executed equipment finance agreements with the Debtor (thereby properly attaching themselves to the Collateral) – but on review, each of those Creditors failed to properly perfect as they each filed their UCC-1 financing statement in Utah, instead of correctly filing their UCC-1s in the state of Debtor's formation, which is Nevada. This results in each of them being rendered unperfected and therefore Unsecured. As ordered by the Court, such a result leads to each such Creditor as being treated as a General Unsecured Creditor under the Plan. (*See e.g.*, Mem. Decision on Mot. for Adequate Protection, or in the Alternative, Mot. for Relief from the Automatic Stay Filed by Solutions Financial Services, 7–8, June 1, 2022, ECF No. 103.)

Each of the following Secured Creditors properly perfected their Security Interest under applicable law in their respective collateral by either (a) timely filing a UCC-1 financing statement in the correct state, or (b) recording the Security Interest on the vehicle's title under Utah Code Ann. §§ 70A-9a-311 and 41-1a-601:

DEBTOR'S SECURED CREDITORS' COLLATERAL

Class	Secured Creditor	UCC-1 #	Description of Collateral	Dates Secured
2	Stearns Bank Equipment Finance	#2021147036-9 #2021193708-5	1979 Cat 637D Scraper S/N 26W501 1998 Cat 824G Bulldozer S/N 4SN00409 2017 CAT RX1575 Trench Roller S/N 5570436 2020 RM MTX60HD Rammer Compactor S/N E-6077	12/23/2020 09/01/2021
3	Komatsu Financial Limited Partnership	#2020072929-2	PC390LC-10 Hydraulic Excavator S/N A30068	02/21/2020
4	Komatsu America, DBA Komatsu Equipment Company	#2020137544-0	PC 390LC-10 Hydraulic Excavator S/N A30068 Repairs	10/28/2020
5	Komatsu Financial Limited Partnership	#2020140061-4 and #2020140062-3	PC360LC-11 Hydraulic Excavator S/N 90859 VT320 Skid Steer Loader S/N GHLVT320A00040580	11/13/2020
6	Komatsu Financial	#2021165526-	Komatsu HB365LC-3 Hydraulic Excavator, S/N#	04/08/2021

	Limited Partnership	4	5190, Quick Coupler, Bucket	
7	Komatsu Financial Limited Partnership	#2020089376-1	Caterpillar D6R Ripper S/N GJB00432	04/01/2020
8	U.S. Small Business Administration	#2020114023-0	Substantially All Personal Property of Debtor	07/06/2020
9	Caterpillar Financial Services Corporation	#2021790107-6	962M Cat Wheel Loader S/N EJB00517 Caterpillar Motor Grader 140M-B9D00399	07/20/2021
10	Road Machinery LLC/Financial Pacific Leasing	#2020145187-0	1979 CAT 637D S/N # 27W1107 Contract #001-168549	12/15/2020
11	Crestmark Vendor Finance, a Division of Metabank, National Association	#2021162659-9	2006 Pioneer PT2650 Crawler Jaw Crasher S/N406796 2001 CAT950G Loader S/N 5PW01787 2001 KOM- Loader S/N WS420H30611	03/31/2021
12	Deere & Company	#2021207376-7	OHN DEERE 6210 6210R 210HP TRACTOR S/N: 014806	11/30/2021
13	Ford Motor Credit	Title	F150 S/N IFTEW1EP3MF830552	N/A
14	Amur Equipment Finance Corporation Service Company as Representative	#2021207591-4	D6 GCS900 System 140 GCS900 System SPS855 F/R Repeater SPS855 F/R Repeater All financed under that certain Contract 1024504	11/09/2021
15	Amur Equipment Finance Corporation Service Company as Representative	#2021767349-9	2012 Smithco VIN: 1S9SS4235CL476370 2012 Smithco VIN: 1S9SS4230CL476406 2012 Smithco VIN: 1S9SS274XCL476371 2012 Smithco VIN: 1S9SS2745CL476407 All financed under that certain Contract 1019682	04/26/2021
16	Balboa Capital	Title	2010 Mack CXU Lube Truck 1M2AW02C9AN010827 012 INTL TK 4400 Service Truck 3HAMKAAN8CL548097 2007 Ford F750 XL Service Truck 1999 Sterling 2000 Gallon Water Truck 2005 International 9200I Contract #305822-000	N/A
17	Advantage Leasing/Associated Bank, N.A.	#2021150053-2	1981 Cat 637D with S/N: 27W1414 and all other items listed on Road Machinery LLC Invoice #: 4484 dated 12/14/2020 shall be included in the EFA. S/N:27W1414	01/08/2021
18	Ford Motor Credit	Title	F250 1FD7X2A60MED10145	N/A

2.3 Events Leading to Filing of the Debtor's Chapter 11 Case

Prior to the Petition Date, the Debtor's operations were interrupted due to a series of catastrophic events, resulting in cash flow difficulties. The Debtor's work on a project for the new Salt Lake City Airport was halted due to a fatal accident in which one of the Debtor's employees died. Key pieces of the Debtor's equipment were in and out of service on various projects, which caused delays and increased costs for workarounds. The equipment failures resulted, at least in part, from the unavailability of parts, as well as certain manufacturers' and dealers' refusing or delaying providing warranty or other repair services on the equipment. One of these failures resulted in a lawsuit with one of the Debtor's key equipment suppliers, whose

invoices and debts remain disputed. The business conditions during the COVID-19 pandemic have also caused business interruptions, increased the cost of materials and equipment, and caused labor to become more expensive and scarcer. Finally, the Debtor had some disputes on projects it has undertaken in which the parties for whom services were performed have refused to make timely or full payment. The combined effect of all of the above resulted in inconsistent cash flow rendering the Debtor unable to pay its current debts as they came due as of the Petition Date.

Accordingly, on the Petition Date, the Debtor filed its petition for relief under Chapter 11 of the Bankruptcy Code commencing its Chapter 11 Case. The Debtor elected to proceed under Subchapter V of Chapter 11.

2.4 Significant Events During the Debtor's Chapter 11 Case

On March 31, 2022, the U.S. Trustee appointed D. Ray Strong as the Subchapter V Trustee in the Chapter 11 Case.

The Debtor attended the Initial Debtor Interview and provided information requested to the U.S. Trustee. The Debtor attended the First Meeting of Creditors under section 341(a) on April 27, 2022, and the U.S. Trustee concluded the meeting. The Debtor filed its Status Conference Report as required by section 1188(a) of the Bankruptcy Code and attended the required Status Conference under section 1188(a) of the Bankruptcy Code on May 17, 2022. (ECF 96.)

On April 21, 2022, the Debtor filed an adversary proceeding against The Pike Company, Inc., Adv. Pro. No. 22-02035-WTT on April 21, 2022 ("**Pike Litigation**"). (ECF 61.) As detailed in the Pike Litigation, The Pike Company, Inc. owes the Debtor substantial sums and also breached its contract with Debtor by unlawfully terminating their agreement. The Debtor does not know at this time the outcome of the Pike Litigation or whether it will result in additional funds for Debtor's estate.

On the Petition Date, the Debtor filed a Motion (ECF 5) for authorization to obtain post-petition financing under section 364 of the Bankruptcy Code and provide adequate protection payments to certain creditors. Shortly thereafter, on April 13, 2022, RPS Campbell Companies d/b/a Solutions Financial Services ("**SFS**") filed a Motion for Adequate Protection or in the Alternative, Motion for Relief from the Automatic Stay (the "**SFS Motion**"). (ECF 50.) The Debtor, after investigation of the status of its secured creditors' security interests, determined that SFS and several other equipment financiers had filed UCC-1 financing statements only in Utah and not Nevada, the state of the Debtor's organization, and were therefor not perfected. On June 2, 2022, the Bankruptcy Court entered its Memorandum Decision and Order Denying the SFS Motion and sustaining the Debtor's Objection (ECF 103, 104) in which it ruled that SFS is not perfected under Section 9-307 of the Utah or Nevada Uniform Commercial Code because it failed to file a UCC-1 financing statement in the State of Nevada, where the Debtor is organized. (Decision, ECF 103, at 6-7.) The Decision is controlling precedent for the Debtor's other secured financiers who failed to perfect by filing a UCC-1 financing statement in Nevada. The Debtor subsequently filed amended schedules reflecting that the improperly perfected financiers are unsecured.

The Debtor required an extension of the 90-day deadline under 11 U.S.C. § 1189(b) in order to resolve the SFS Motion and stabilize its operations and cash flows. Accordingly, the Debtor filed a Motion to Extend Time to File a Plan (ECF 97), and the Court granted an extension through September 21, 2022. (ECF 134.)

On June 6, 2022, the Joint Debtors filed the Debtors' Motion for Order Directing Joint Administration (the "**Joint Administration Motion**"), whereby the Joint Debtors sought an order directing the joint administration of the Joint Debtors' bankruptcy cases for procedural purposes. (ECF 108.) On July 20, 2022, the Bankruptcy Court entered an Order granting the Joint Administration Motion. (ECF 147.)

The Debtor anticipates shortly filing a Motion for Order Authorizing the Debtor to (1) Obtain Post-Petition DIP Financing, (2) Exercise Options Agreements to Purchase Certain Leased Equipment, and (3) Sell the Purchased Equipment at Auction and Repay DIP Financing ("**Equipment Sale Motion**"). This is anticipated to earn an additional \$1,020,064 for the operation of Debtor's estate and to facilitate the performance of this Plan.

In addition to the preceding, the Debtor has timely filed each of its monthly operating reports. The Debtor is not required to pay fees to the U.S. Trustee because the Debtor is proceeding under Subchapter V of Chapter 11. The Debtor timely filed this Plan prior to the extended September 21, 2022 deadline.

2.5 Gilbert's Relationship with Debtor and this Joint Plan

Gilbert is the Manager of Debtor and the Holder of 75 percent of its Equity Interests. In connection with the Debtor's financing of its operations, Gilbert personally guaranteed certain equipment finance agreements, each as detailed in Gilbert's Creditor Claims Summary below. Upon Debtor filing for relief on the Petition Date, Gilbert could have been called to pay on the guarantees, but Gilbert lacked the funds to pay the guaranteed debts as they came due. Accordingly, on May 27, 2022, Gilbert filed his petition for relief under Subchapter V of Chapter 11 under the Bankruptcy Code.

(a) Gilbert's Claims, Treatment, Impairment, and Voting

The following is a summary of the treatment afforded under the Plan to Holders of Allowed Claims against Gilbert.

CLASSIFICATION AND TREATMENT OF GILBERT'S CLAIMS

Class	Type of Allowed Claim; Holders Name	Impairment/Voting	Recovery/Treatment
A	Priority Claims	Unimpaired Not Entitled to Vote Deemed to Accept	<ul style="list-style-type: none"> • Payment in full in cash 20 days after the Effective Date from Gilbert • Treatment more specifically set forth as Class 1 Claims.

Class	Type of Allowed Claim; Holders Name	Impairment/Voting	Recovery/Treatment
B	Secured Claims of GM Financial	Unimpaired Not Entitled to Vote Deemed to Accept	<ul style="list-style-type: none"> • Reinstatement and cure of Gilbert's obligations under those certain agreements with GM Financial for Gilbert's 2021 GMC 2500 and 2017 Ford F-150, GM retains its Security Interests in the aforementioned Collateral, with payments made according to the agreements from Gilbert's salary • Treatment more specifically set forth as Class 21 Claims under the Summary of Claims of the Debtor above.
C	Unsecured (as to Gilbert) Guarantee Claims (all claims arising from guarantees of SoNev obligations)	Impaired Entitled to Vote	<ul style="list-style-type: none"> • Payment in full by <u>SoNev</u> under the terms of this Plan in regular quarterly cash payments commencing on the fifth day of the first calendar quarter after the Effective Date over five years with interest at five percent • Payment guaranteed by Gilbert
D	General Unsecured Claims (Personal Only to Gilbert)	Impaired Entitled to Vote	<ul style="list-style-type: none"> • Payment in full by <u>Gilbert</u> from Gilbert's salary in regular quarterly cash payments commencing on the fifth day of the first calendar quarter after the Effective Date over five years with interest at the Federal Judgment Rate • Treatment more specifically set forth in Class 19.

Under the Plan, Claims in Class C arising from financing arrangements for SoNev that were guaranteed by Gilbert will be paid from SoNev's revenue, and they will be personally guaranteed by Gilbert upon default of this Plan. Claims that are personal only to Gilbert in Classes A, B, and D will be paid by Gilbert from his salary earned as the Manager of SoNev. Gilbert's salary to be earned from SoNev for each year is detailed in Gilbert's Liquidation Analysis as available in Exhibit B, and Gilbert will use the portion of his salary necessary to pay the personal Claims in Classes A, B, and D. All property of Gilbert's estate, including any property obtained after the Petition Date, will re-vest in Gilbert on the Effective Date.

(a) Gilbert's Role in the Joint Plan of Reorganization

Classes C and D are impaired under the terms of the Plan and are entitled to vote on the Plan, and Gilbert will solicit acceptance of the Plan from such Holders of impaired Claims, which are entitled to vote. The Joint Debtors will solicit acceptances of the Plan from all Holders of impaired claims upon approval by the Bankruptcy Court of a confirmation schedule. Gilbert submits that the Plan and the attachments hereto, which are incorporated by reference, contain adequate information for all parties in interest to make an informed judgment as to whether they will support or object to the Plan and, if applicable, vote to accept or reject the Plan, including information regarding the risks associated with the Plan, alternatives to the Plan, and the rights of Holders of Claims.

As set forth in Gilbert's Liquidation Analysis, attached as Exhibit B hereto, and as further detailed in Article 8 hereof, Gilbert is reorganizing his debts under Subchapter V of Chapter 11 because it maximizes the value of Gilbert's estate for the sake of his Creditors, and they will receive no less than they would in a liquidation of Gilbert's assets under Chapter 7 of the Bankruptcy Code.

Gilbert requires reorganization because, as noted above, he guaranteed the debts of the Debtor and is unable to pay those debts as they now are due. Absent such guarantees, Gilbert would have no need to reorganize. Gilbert remains the principal of Debtor and, per Section 8.6 of this Plan, will remain Debtor's Manager and thereby will earn sufficient income to distribute cash of a value as of the Effective Date of the Plan that is not less than the Projected Disposable Income of Gilbert in accordance with section 1191(c)(2)(B) of the Bankruptcy Code.

Articles 6, 8, 9, 10, 11, and 12 of this Plan apply to Gilbert equally as they do to the Debtor, as appropriate. Article 7 does not apply to Gilbert except to the extent that Gilbert is guaranteeing the payment according to the Plan of the Claims in Class C.

ARTICLE 3

CLASSIFICATION OF JOINT DEBTORS' CLAIMS AND INTERESTS

3.1 Class 1. Priority Claims

Class 1 consists of all Priority Claims.

3.2 Class 2. Stearns Bank Equipment Finance Secured Claim

Class 2 consists of the Secured Claim of Stearns Bank Equipment Finance, from the following agreements, each of which are cross-collateralized: Equipment Finance Agreement and Security Agreement dated as of December 18, 2020, in the approximate amount of \$46,441.60 as of the Petition Date and that certain Equipment Finance Agreement and Security Agreement dated as of August 23, 2021 in the approximate amount of \$172,833.52 as of the Petition Date. Each of the preceding agreements are Secured by all of the Collateral described in the chart in Article 2, above, by and through cross-collateralization provisions. Stearns Bank Equipment Finance has a first-priority Security Interest in the Collateral identified in the Secured Creditors Collateral in Article 2, as specifically identified in the described Equipment Finance Agreements, the Security Agreements, and the UCC-1 Financing Statements filed on December 23, 2020 and September 1, 2021. Stearns Bank Equipment Finance's Secured Claim will be deemed an Allowed Secured Claim in the amount of \$219,245.12 plus accrued interest at the non-default contract rate less payments received prior to the Effective Date.

3.3 Class 3. Komatsu Financial Limited Partnership Secured Claim

Class 3 consists of the Secured Claim of Komatsu Financial Limited Partnership ("**Komatsu Class 3**"), which arises from that certain Security Agreement – Conditional Sales Contract dated as of January 24, 2020 in the approximate amount of \$54,037.36, and that was perfected by a filed UCC-1 on February 21, 2020. Komatsu Class 3 has a first-priority Security Interest in the Collateral described in the chart in Article 2, above. Komatsu Class 3's Secured Claim will be deemed an Allowed Secured Claim in the amount of \$54,037.36 plus accrued interest at the non-default contract rate less payments received prior to the Effective Date.

3.4 **Class 4. Komatsu America DBA Komatsu Equipment Company**

Class 4 consists of the Secured Claim of Komatsu America, DBA Komatsu Equipment Company (“**Komatsu Class 4**”), which arises from that certain Komatsu Parts & Service Security Agreement – Conditions Sales Contract dated as of October 23, 2020 in the approximate amount of \$243,094.79. Komatsu Class 4 has a first-priority Security Interest in the Collateral described in the chart in Article 2, above, and as more specifically identified in the Komatsu Parts & Service Security Agreement – Conditions Sales Contract dated as of October 23, 2020 and the UCC-1 Financing Statement filed on October 28, 2020. Komatsu Class 4’s Secured Claim will be deemed an Allowed Secured Claim in the amount of \$243,094.79 plus accrued interest at the non-default contract rate less payments received prior to the Effective Date.

3.5 **Class 5. Komatsu Financial Limited Partnership Secured Claim**

Class 5 consists of the Secured Claim of Komatsu Financial Limited Partnership (“**Komatsu Class 5**”), which arises from that certain Security Agreement – Conditional Sales Contract dated as of October 30, 2020 in the approximate amount of \$190,547.82 as of the Petition Date and that certain Security Agreement – Conditional Sales Contract dated as of October 30, 2020 in the approximate amount of \$44,063.35 as of the Petition Date. Komatsu Class 5 has a first-priority Security Interest in the Collateral in Row 4 of Debtor’s Collateral Summary Chart in Article 2 as specified in the preceding Security Agreements and Conditional Sales Contracts and the UCC-1 Financing Statement filed on November 13, 2020 and November 13, 2020. Komatsu Class 5’s Secured Claim will be deemed an Allowed Secured Claim in the amount of \$234,611.17 plus accrued interest at the non-default contract rate less payments received prior to the Effective Date.

3.6 **Class 6. Komatsu Financial Limited Partnership Secured Claim**

Class 6 consists of the Secured Claim of Komatsu Financial Limited Partnership (“**Komatsu Class 6**”), which arises from that certain Security Agreement – Conditional Sales Contract dated as of March 31, 2021 in the approximate amount of \$241,062.19. Komatsu Class 6 has a first-priority Security Interest in the Collateral described in the chart in Article 2, above, and as more specifically identified in the Security Agreement – Conditional Sales Contract dated as of March 31, 2021 and the UCC-1 Financing Statement filed on April 8, 2021. Komatsu Class 6’s Secured Claim will be deemed an Allowed Secured Claim in the amount of \$241,062.19 plus accrued interest at the non-default contract rate less payments received prior to the Effective Date.

3.7 **Class 7. Komatsu Financial Claim**

Class 7 consists of the Secured Claim of Komatsu Financial (“**Komatsu Class 7**”), which arises from that certain Security Agreement – Conditional Sales Contract dated as of February 28, 2020 in the approximate amount of \$36,551.56. Komatsu Class 7 has a first-priority Security Interest in the Collateral described in the chart in Article 2, above, and as more specifically identified in the Security Agreement – Conditional Sales Contract dated as of February 28, 2020 and the UCC-1 Financing Statement filed on April 1, 2020. Komatsu Class 7’s Secured Claim

will be deemed an Allowed Secured Claim in the amount of \$36,551.56 plus accrued interest at the non-default contract rate less payments received prior to the Effective Date.

3.8 Class 8. U.S. Small Business Administration Secured Claim

Class 8 consists of the Secured Claim of the U.S. Small Business Administration, which arises from that certain Loan Authorization and Agreement dated as of June 20, 2020 in the approximate amount of \$150,000. U.S. Small Business has a first-priority Security Interest in substantially all of the personal property of the Debtor as specified in the Loan Authorization and Agreement dated as of June 20, 2020 and the UCC-1 Financing Statement filed on July 6, 2020. U.S. Small Business Administration's Secured Claim will be deemed an Allowed Secured Claim in the amount of \$150,000 plus accrued interest at the non-default contract rate less payments received prior to the Effective Date.

3.9 Class 9. Caterpillar Financial Services Corporation Secured Claim

Class 9 consists of the Secured Claim of Caterpillar Financial Services Corporation, which arises from that certain agreement between Debtor and Caterpillar Financial Services with a Contract Number 001-1032540-000 dated March 9, 2020 in the approximate amount of \$155,294.88. Caterpillar Financial Services Corporation has a first-priority Security Interest in the Collateral described in the chart in Article 2, above, and as more specifically identified in the Installment Sale Contract dated as of July 12, 2021 and the UCC-1 Financing Statement filed on July 20, 2021. Caterpillar Financial Services Corporation's Secured Claim will be deemed an Allowed Secured Claim in the amount of \$155,294.88 plus accrued interest at the non-default contract rate less payments received prior to the Effective Date.

3.10 Class 10. Road Machinery LLC/Financial Pacific Leasing Secured Claim

Class 10 consists of the Secured Claim of Road Machinery LLC/Financial Pacific Leasing, which arises from that certain Equipment Finance Agreement dated as of December 14, 2020 in the approximate amount of \$70,586.22. Road Machinery LLC/Financial Pacific Leasing has a first-priority Security Interest in the Collateral described in the chart in Article 2, above, and as more specifically identified in the Equipment Finance Agreement dated as of December 14, 2020 and the UCC-1 Financing Statement filed on December 15, 2020. Road Machinery LLC/Financial Pacific Leasing's Secured Claim will be deemed an Allowed Secured Claim in the amount of \$70,586.22 plus accrued interest at the non-default contract rate less payments received prior to the Effective Date.

3.11 Class 11. Crestmark Vendor Finance, a Division of Metabank, National Association Secured Claim

Class 11 consists of the Secured Claim of Crestmark Vendor Finance, which arises from that certain Equipment Finance Agreement dated as of March 23, 2021 in the approximate amount of \$145,906.94. Crestmark Vendor Finance has a first-priority Security Interest in the Collateral described in the chart in Article 2, above, and as more specifically identified in the Equipment Finance Agreement dated as of March 23, 2021 and the UCC-1 Financing Statement filed on March 31, 2021. Crestmark Vendor Finance's Secured Claim will be deemed an Allowed Secured Claim in the amount of \$145,906.94 plus accrued interest at the non-default contract rate less payments received prior to the Effective Date.

3.12 Class 12. Deere & Company Secured Claim

Class 12 consists of the Secured Claim of Deere & Company, which arises from that certain Loan Contract – Security Agreement dated as of November 23, 2021 in the approximate amount of \$73,310.74. Deere & Company has a first-priority Security Interest in the Collateral described in the chart in Article 2, above, and as more specifically identified in the Loan Contract – Security Agreement dated as of November 23, 2021 and the UCC-1 Financing Statement filed on November 30, 2021. Deere & Company’s Secured Claim will be deemed an Allowed Secured Claim in the amount of \$73,310.74 plus accrued interest at the non-default contract rate less payments received prior to the Effective Date.

3.13 Class 13. Ford Motor Credit Secured Claim

Class 13 consists of the Secured Claim of Ford Motor Credit, which arises from that certain Utah Vehicle Retail Installment Contract dated as of June 22, 2021 in the approximate amount of \$38,937.65. Ford Motor Credit has a first-priority Security Interest in the Collateral described in the chart in Article 2, above, and as more specifically identified in the Utah Vehicle Retail Installment Contract dated as of June 22, 2021. Ford Motor Credit’s Secured Claim will be deemed an Allowed Secured Claim in the amount of \$38,937.65 plus accrued interest at the non-default contract rate less payments received prior to the Effective Date.

3.14 Class 14. Amur Equipment Finance Corporation Service Company as Representative

Class 14 consists of the Secured Claim of Amur Equipment Finance Corporation Service Company, which arises from that certain Equipment Finance Agreement dated as of November 17, 2021 in the approximate amount of \$95,631.95. Amur Equipment Finance Corporation Service Company has a first-priority Security Interest in the Collateral described in the chart in Article 2, above, and as more specifically identified in the Equipment Finance Agreement dated as of November 17, 2021 and the UCC-1 Financing Statement filed on November 9, 2021. Amur Equipment Finance Corporation Service Company’s Secured Claim will be deemed an Allowed Secured Claim in the amount of \$95,631.95 plus accrued interest at the non-default contract rate less payments received prior to the Effective Date.

3.15 Class 15. Amur Equipment Finance Corporation Service Company as Representative

Class 15 consists of the Secured Claim of Amur Equipment Finance Corporation Service Company, which arises from that certain Equipment Finance Agreement dated as of April 23, 2021 in the approximate amount of \$93,098.28. Amur Equipment Finance Corporation Service Company has a first-priority Security Interest in the Collateral described in the chart in Article 2, above, and as more specifically identified in the Equipment Finance Agreement dated as of April 23, 2021 and the UCC-1 Financing Statement filed on April 26, 2021. Amur Equipment Finance Corporation Service Company’s Secured Claim will be deemed an Allowed Secured Claim in the amount of \$93,098.28 plus accrued interest at the non-default contract rate less payments received prior to the Effective Date.

3.16 **Class 16. Balboa Capital Secured Claim**

Class 16 consists of the Secured Claim of Balboa Capital, which arises from the following agreements, each being cross collateralized: Equipment Financing Agreement dated as of January 8, 2021 in the approximate amount of \$95,631.95; Equipment Financing Agreement dated as of March 23, 2021 in the approximate amount of \$65,900.16; and Equipment Financing Agreement dated as of March 25, 2021 in the approximate amount of \$19,050.39 (collectively the “**Balboa Agreements**”). Balboa Capital has a first-priority Security Interest in the Collateral described in the chart in Article 2, above, and as more specifically identified in the Balboa Agreements. Balboa Capital’s Secured Claim will be deemed an Allowed Secured Claim in the amount of \$180,582.50 plus accrued interest at the non-default contract rate less payments received prior to the Effective Date.

3.17 **Class 17. Advantage Leasing and Associated Bank, N.A. Secured Claim**

Class 17 consists of the Secured Claim of Advantage Leasing and Associated Bank, N.A., which arises from that certain Equipment Finance Agreement dated as of December 18, 2020 in the approximate amount of \$37,051.73. Advantage Leasing and Associated Bank, N.A. has a first-priority Security Interest in the Collateral described in the chart in Article 2, above, and as more specifically identified in the Equipment Finance Agreement dated as of December 18, 2020 and the UCC-1 Financing Statement filed on January 8, 2021. Advantage Leasing and Associated Bank, N.A.’s Secured Claim will be deemed an Allowed Secured Claim in the amount of \$37,051.73 plus accrued interest at the non-default contract rate less payments received prior to the Effective Date.

3.18 **Class 18. Ford Motor Credit Secured Claim**

Class 18 consists of the Secured Claim of Ford Motor Credit, which arises from that certain Utah Vehicle Retail Installment Contract dated as of April 21, 2021 in the approximate amount of \$41,441.00. Ford Motor Credit has a first-priority Security Interest in the Collateral described in the chart in Article 2, above, and as more specifically identified in the Utah Vehicle Retail Installment Contract dated as of April 21, 2021. Ford Motor Credit’s Secured Claim will be deemed an Allowed Secured Claim in the amount of \$41,441.00 plus accrued interest at the non-default contract rate less payments received prior to the Effective Date.

3.19 **Class 19. General Unsecured Claims**

Class 19 consists of all General Unsecured Claims, including all Unsecured Deficiency Claims and Claims arising from agreements that were secured prior to the Petition Date but not properly perfected or unperfected as of the Petition Date. Class 19 also includes General Unsecured Claims against Gilbert.

3.20 **Class 20. Equity Interests**

Class 20 consists of all Equity Interests.

3.21 Class 21. Americredit Financial Services, Inc., d/b/a GM Financial Secured Claims

Class 21 consists of all Secured Claims of Americredit Financial Services, Inc., d/b/a GM Financial (“**GM Financial**”), which arise from: (i) that certain Retail Installment Contract and Security Agreement dated as of October 2, 2019, in the principal amount of \$31,628.20, for the purchase of a 2017 Ford F-150 XLT, VIN # 1FTEW1EP0HFA10455; and (ii) that certain Retail Installment Contract and Security Agreement dated as of May 12, 2021, in the principal amount of \$66,688.73, for the purchase of a 2021 GMC Sierra 3500HD, VIN # 1GT49WEY5MF245629. GM Financial’s Secured Claims will be deemed Allowed Secured Claims, and will be paid in accordance with the terms of the respective Retail Installment Contracts and Security Agreements executed by Gilbert in favor of GM Financial.

**ARTICLE 4
TREATMENT OF JOINT DEBTOR ADMINISTRATIVE EXPENSE CLAIMS AND
PRIORITY TAX CLAIMS**

4.1 Unclassified Claims

Consistent with section 1123(a)(1) of the Bankruptcy Code, Administrative Expense Claims, and Priority Tax Claims are not classified in this Plan.

4.2 Administrative Expense Claims

Each Holder of an Allowed Administrative Expense Claim under section 503 of the Bankruptcy Code will be paid in full in cash by the respective Joint Debtor on the later of (a) the Effective Date or (b) the date that such Administrative Expense Claim becomes an Allowed Administrative Expense Claim or upon such other terms as may be agreed upon by the Holder of the Administrative Expense Claim and the Debtor.

4.3 Priority Tax Claims

Each holder of a Priority Tax Claim will be paid in full in cash by the respective Joint Debtor on the Effective Date. The Debtor believes that it has no non-current Priority Tax Claims.

**ARTICLE 5
TREATMENT OF DEBTOR’S CLAIMS AND INTERESTS UNDER THE PLAN**

Claims and interests will be treated as follows under this Plan:

5.1 Class 1. Priority Claims

Holders of Class 1 Priority Claims will receive, in full satisfaction of their Allowed Priority Claims, cash from the Debtor on the later of (a) 20 days after the Effective Date or (b) the date that such Priority Claim becomes an Allowed Priority Claim.

(a) Impairment

Class 1 is unimpaired.

(b) Voting

Because Class 1 is unimpaired, the Holders of Class 1 Priority Claims will not be entitled to vote on the Plan. Class 1 will be deemed to accept the Plan.

5.2 Class 2. Stearns Bank Equipment Finance Secured Claim

Stearns Bank Equipment Finance's Secured Claim will be deemed an Allowed Secured Claim in the amount of \$219,245.12 plus accrued interest at the non-default contract rate less payments received prior to the Effective Date in accordance with the terms of both of the following: that certain Equipment Finance Agreement and Security Agreement dated as of December 18, 2020, and the Equipment Finance Agreement and Security Agreement dated as of August 23, 2021. The Debtor will pay Stearns Bank Equipment Finance's Secured Claim in full in regular quarterly cash payments commencing on the fifth day of the first calendar quarter after the Effective Date over five years with interest at five percent. The Debtor's obligation to pay this Secured Claim under the terms of this Plan are guaranteed by Gilbert. Further, Stearns Bank Equipment Finance will retain its Security Interest in the Collateral until it is paid in full according to the Plan.

(a) Impairment

Class 2 is impaired.

(b) Voting

Because Class 2 is impaired, the Holder of the Class 2 Claim will be entitled to vote on the Plan.

5.3 Class 3. Komatsu Class 3 Secured Claim

Komatsu's Class 3's Secured Claim will be deemed an Allowed Secured Claim in the amount of \$54,037.36, plus accrued interest at the non-default contract rate in the Security Agreement – Conditional Sales Contract dated as of January 24, 2020 less payments received prior to the Effective Date. The Debtor will pay Komatsu's Class 3 Secured Claim in full in regular quarterly cash payments commencing on the fifth day of the first calendar quarter after the Effective Date over five years with interest at five percent. The Debtor's obligation to pay Komatsu's Class 3 Secured Claim under the terms of this Plan are guaranteed by Gilbert. Further, Komatsu will retain its Security Interest in the Collateral until it is paid in full according to the Plan.

(a) Impairment

Class 3 is impaired.

(b) Voting

Because Class 3 is impaired, the Holder of the Class 3 Claim will be entitled to vote on the Plan.

5.4 Class 4. Komatsu Class 4 Secured Claim

Komatsu Class 4's Secured Claim will be deemed an Allowed Secured Claim in the amount of \$243,094.79, plus accrued interest at the non-default contract rate in Komatsu Parts & Service Security Agreement – Conditions Sales Contract dated as of October 23, 2020 less payments received prior to the Effective Date. The Debtor will pay Komatsu's Class 4 Secured Claim in full in regular quarterly cash payments commencing on the fifth day of the first calendar quarter after the Effective Date over five years with interest at five percent. The Debtor's obligation to pay Komatsu's Class 4 Secured Claim under the terms of this Plan are guaranteed by Gilbert. Further, Komatsu will retain its Security Interest in the Collateral until it is paid in full according to the Plan.

(a) Impairment

Class 4 is impaired.

(b) Voting

Because Class 4 is impaired, the Holder of the Class 4 Claim will be entitled to vote on the Plan.

5.5 Class 5. Komatsu Class 5 Secured Claim

Komatsu Class 5's Secured Claim will be deemed an Allowed Secured Claim in the amount of \$234,611.17, plus accrued interest at the non-default contract rate Security Agreement – Conditional Sales Contract dated as of October 30, 2020, and the Security Agreement – Conditional Sales Contract dated as of October 30, 2020, less payments received prior to the Effective Date. The Debtor will pay Komatsu's Class 5 Secured Claim in full in regular quarterly cash payments commencing on the fifth day of the first calendar quarter after the Effective Date over five years with interest at five percent. The Debtor's obligation to pay Komatsu's Class 5 Secured Claim under the terms of this Plan are guaranteed by Gilbert. Further, Komatsu will retain its Security Interest in the Collateral until it is paid in full according to the Plan.

(a) Impairment

Class 5 is impaired.

(b) Voting

Because Class 5 is impaired, the Holder of the Class 5 Claim will be entitled to vote on the Plan.

5.6 Class 6. Komatsu Class 6 Secured Claim

Komatsu Class 6's Secured Claim will be deemed an Allowed Secured Claim in the amount of \$241,062.19 plus accrued interest at the non-default contract rate less payments received prior to the Effective Date. The Debtor will pay Komatsu's Class 5 Secured Claim in full in regular quarterly cash payments commencing on the fifth day of the first calendar quarter after the Effective Date over five years with interest at five percent. The Debtor's obligation to pay Komatsu's Class 5 Secured Claim under the terms of this Plan are guaranteed by Gilbert. Further, Komatsu will retain its Security Interest in the Collateral until it is paid in full according to the Plan.

(a) Impairment

Class 6 is impaired.

(b) Voting

Because Class 6 is impaired, the Holder of the Class 6 Claim will be entitled to vote on the Plan.

5.7 Class 7. Komatsu Class 7 Secured Claim

Komatsu Class 7's Secured Claim will be deemed an Allowed Secured Claim in the amount of \$36,551.56 plus accrued interest at the non-default contract rate less payments received prior to the Effective Date in accordance with the terms of its Security Agreement – Conditional Sales Contract dated as of February 28, 2020. The Debtor will pay Komatsu's Class 7 Secured Claim in full in regular quarterly cash payments commencing on the fifth day of the first calendar quarter after the Effective Date over five years with interest at five percent. The Debtor's obligation to pay Komatsu's Class 7 Secured Claim under the terms of this Plan are guaranteed by Gilbert. Further, Komatsu will retain its Security Interest in the Collateral until it is paid in full according to the Plan.

(a) Impairment

Class 7 is impaired.

(b) Voting

Because Class 7 is impaired, the Holder of the Class 7 Claim will be entitled to vote on the Plan.

5.8 Class 8. U.S. Small Business Administration Secured Claim

The U.S. Small Business Administration's Secured Claim will be deemed an Allowed Secured Claim in the amount of \$150,000 plus accrued interest at the non-default contract rate less payments received prior to the Effective Date. The Debtor will pay the U.S. Small Business Administration's Secured Claim in accordance with the terms of its Loan Authorization and Agreement dated as of June 20, 2020, which is and shall be deemed assumed and cured by this treatment. The U.S. Small Business Administration's Security Interest will pass through

unaffected by the Chapter 11 Case and continue and be thereafter governed by applicable law. For the avoidance of doubt, the Secured Claim of The U.S. Small Business Administration will be reinstated and cured in its entirety according to the original terms of the Loan Authorization and Agreement dated as of June 20, 2020, pursuant to section 1124 of the Bankruptcy Code.

(a) Impairment

Class 8 is unimpaired.

(b) Voting

Because Class 8 is unimpaired, the Holder of the Class 8 Claim will not be entitled to vote on the Plan. Class 8 will be deemed to accept the Plan.

5.9 Class 9. Caterpillar Financial Services Corporation Secured Claim

Caterpillar Financial Services Corporation's Secured Claim will be deemed an Allowed Secured Claim in the amount of \$155,294.88 plus accrued interest at the non-default contract rate less payments received prior to the Effective Date under the terms of that certain agreement between Debtor and Caterpillar Financial Services with a Contract Number 001-1032540-000 dated March 9, 2020. The Debtor will pay Caterpillar Financial Services Corporation's Secured Claim in full in regular quarterly cash payments commencing on the fifth day of the first calendar quarter after the Effective Date over five years with interest at five percent. Further, Caterpillar Financial Services Corporation will retain its Security Interest in the Collateral until it is paid in full according to the Plan.

(a) Impairment

Class 9 is impaired.

(b) Voting

Because Class 9 is impaired, the Holder of the Class 9 Claim will be entitled to vote on the Plan.

5.10 Class 10. Road Machinery LLC/Financial Pacific Leasing Secured Claim

Road Machinery LLC/Financial Pacific Leasing's Secured Claim will be deemed an Allowed Secured Claim in the amount of \$70,586.22 plus accrued interest at the non-default contract rate less payments received prior to the Effective Date in accordance with the terms of its Equipment Finance Agreement dated as of December 14, 2020. The Debtor will pay Road Machinery LLC/Financial Pacific Leasing's Class 10 Secured Claim in full in regular quarterly cash payments commencing on the fifth day of the first calendar quarter after the Effective Date over five years with interest at five percent. The Debtor's obligation to pay Road Machinery LLC/Financial Pacific Leasing's Class 10 Secured Claim under the terms of this Plan are guaranteed by Gilbert. Further, Road Machinery LLC/Financial Pacific Leasing will retain its Security Interest in the Collateral until it is paid in full according to the Plan.

(a) Impairment

Class 10 is impaired.

(b) Voting

Because Class 10 is impaired, the Holder of the Class 10 Claim will be entitled to vote on the Plan.

5.11 Class 11. Crestmark Vendor Finance, a Division of Metabank, National Association Secured Claim

Crestmark Vendor Finance's Secured Claim will be deemed an Allowed Secured Claim in the amount of \$145,906.94 plus accrued interest at the non-default contract rate less payments received prior to the Effective Date in accordance with the terms of Equipment Finance Agreement dated as of March 23, 2021. The Debtor will pay Crestmark Vendor Finance's Secured Claim in full in regular quarterly cash payments commencing on the fifth day of the first calendar quarter after the Effective Date over five years with interest at five percent. The Debtor's obligation to pay Crestmark Vendor Finance's Secured Claim under the terms of this Plan are guaranteed by Gilbert. Further, Crestmark Vendor Finance will retain its Security Interest in the Collateral until it is paid in full according to the Plan.

(a) Impairment

Class 11 is impaired.

(b) Voting

Because Class 11 is impaired, the Holder of the Class 11 Claim will be entitled to vote on the Plan.

5.12 Class 12. Deere & Company Secured Claim

Deere & Company's Secured Claim will be deemed an Allowed Secured Claim in the amount of \$73,310.74 plus accrued interest at the non-default contract rate less payments received prior to the Effective Date in accordance with the terms of its Loan Contract – Security Agreement dated as of November 23, 2021. The Debtor will pay Deere & Company's Secured Claim in full in regular quarterly cash payments commencing on the fifth day of the first calendar quarter after the Effective Date over five years with interest at five percent. The Debtor's obligation to pay Deere & Company's Secured Claim under the terms of this Plan are guaranteed by Gilbert. Further, Deere & Company will retain its Security Interest in the Collateral until it is paid in full according to the Plan.

(a) Impairment

Class 12 is impaired.

(b) Voting

Because Class 12 is impaired, the Holder of the Class 12 Claim will be entitled to vote on the Plan.

5.13 Class 13. Ford Motor Credit Secured Claim

Ford Motor Credit's Secured Claim will be deemed an Allowed Secured Claim in the amount of \$38,937.65 plus accrued interest at the non-default contract rate less payments received prior to the Effective Date in accordance with the terms of its Utah Vehicle Retail Installment Contract dated as of June 22, 2021. The Debtor will pay Ford Motor Credit's Secured Claim in full in regular quarterly cash payments commencing on the fifth day of the first calendar quarter after the Effective Date over five years with interest at five percent. The Debtor's obligation to pay Ford Motor Credit's Secured Claim under the terms of this Plan are guaranteed by Gilbert. Further, Ford Motor Credit will retain its Security Interest in the Collateral until it is paid in full according to the Plan.

(a) Impairment

Class 13 is impaired.

(b) Voting

Because Class 13 is impaired, the Holder of the Class 13 Claim will be entitled to vote on the Plan.

5.14 Class 14. Amur Equipment Finance Corporation Service Company as Representative

Amur Equipment Finance Corporation's Secured Claim will be deemed an Allowed Secured Claim in the amount of \$95,631.95 plus accrued interest at the non-default contract rate less payments received prior to the Effective Date in accordance with the terms of its Equipment Finance Agreement dated as of November 17, 2021. The Debtor will pay Amur Equipment Finance Corporation's Secured Claim in full in regular quarterly cash payments commencing on the fifth day of the first calendar quarter after the Effective Date over five years with interest at five percent. The Debtor's obligation to pay Amur Equipment Finance Corporation's Secured Claim under the terms of this Plan are guaranteed by Gilbert. Further, Amur Equipment Finance Corporation will retain its Security Interest in the Collateral until it is paid in full according to the Plan.

(a) Impairment

Class 14 is impaired.

(b) Voting

Because Class 14 is impaired, the Holder of the Class 14 Claim will be entitled to vote on the Plan.

5.15 Class 15. Amur Equipment Finance Corporation Service Company as Representative

Amur Equipment Finance Corporation's Secured Claim will be deemed an Allowed Secured Claim in the amount of \$93,098.28 plus accrued interest at the non-default contract rate less payments received prior to the Effective Date in accordance with the terms of its Equipment Finance Agreement dated as of April 23, 2021. The Debtor will pay Amur Equipment Finance Corporation's Secured Claim in full in regular quarterly cash payments commencing on the fifth day of the first calendar quarter after the Effective Date over five years with interest at five percent. The Debtor's obligation to pay Amur Equipment Finance Corporation's Secured Claim under the terms of this Plan are guaranteed by Gilbert. Further, Amur Equipment Finance Corporation will retain its Security Interest in the Collateral until it is paid in full according to the Plan.

(a) Impairment

Class 15 is impaired.

(b) Voting

Because Class 15 is impaired, the Holder of the Class 15 Claim will be entitled to vote on the Plan.

5.16 Class 16. Balboa Capital Secured Claim

Balboa Capital's Secured Claim will be deemed an Allowed Secured Claim in the amount of \$180,582.50 plus accrued interest at the non-default contract rate less payments received prior to the Effective Date in accordance the Balboa Agreements. The Debtor will pay Balboa Capital's Secured Claim in full in regular quarterly cash payments commencing on the fifth day of the first calendar quarter after the Effective Date over five years with interest at five percent. The Debtor's obligation to pay Balboa Capital's Secured Claim under the terms of this Plan are guaranteed by Gilbert. Further, Balboa Capital will retain its Security Interest in the Collateral until it is paid in full according to the Plan.

(a) Impairment

Class 16 is impaired.

(b) Voting

Because Class 16 is impaired, the Holder of the Class 16 Claim will be entitled to vote on the Plan.

5.17 Class 17. Advantage Leasing and Associated Bank, N.A. Secured Claim

Advantage Leasing and Associated Bank, N.A.'s Secured Claim will be deemed an Allowed Secured Claim in the amount of \$37,051.73 plus accrued interest at the non-default contract rate less payments received prior to the Effective Date in accordance with the terms of its Equipment Finance Agreement dated as of December 18, 2020. The Debtor will pay

Advantage Leasing and Associated Bank, N.A.'s Secured Claim in full in regular quarterly cash payments commencing on the fifth day of the first calendar quarter after the Effective Date over five years with interest at five percent. The Debtor's obligation to pay Advantage Leasing and Associated Bank, N.A.'s Secured Claim under the terms of this Plan are guaranteed by Gilbert. Further, Advantage Leasing and Associated Bank, N.A. will retain its Security Interest in the Collateral until it is paid in full according to the Plan.

(a) Impairment

Class 17 is impaired.

(b) Voting

Because Class 17 is impaired, the Holder of the Class 17 Claim will be entitled to vote on the Plan.

5.18 Class 18. Ford Motor Credit Secured Claim

Ford Motor Credit's Secured Claim will be deemed an Allowed Secured Claim in the amount of \$41,441.00 plus accrued interest at the non-default contract rate less payments received prior to the Effective Date in accordance with the terms of its Utah Vehicle Retail Installment Contract dated as of April 21, 2021. The Debtor will pay Ford Motor Credit's Secured Claim in full in regular quarterly cash payments commencing on the fifth day of the first calendar quarter after the Effective Date over five years with interest at five percent. The Debtor's obligation to pay Ford Motor Credit's Secured Claim under the terms of this Plan are guaranteed by Gilbert. Further, Ford Motor Credit will retain its Security Interest in the Collateral until it is paid in full according to the Plan.

(a) Impairment

Class 18 is impaired.

(b) Voting

Because Class 18 is impaired, the Holder of the Class 18 Claim will be entitled to vote on the Plan.

5.19 Class 19. General Unsecured Claims

Holders of Class 19 General Unsecured Claims will receive, in full satisfaction of their Allowed General Unsecured Claims, beginning on the later of (a) the fifth day of the first calendar quarter after the Effective Date or (b) the date that such General Unsecured Claim becomes an Allowed General Unsecured Claim; payment in full of their Allowed General Unsecured Claims with interest at the Federal Judgment Rate over a period of five years. Any General Unsecured Claims that were guaranteed by Gilbert will, in addition to the treatment above, be guaranteed by Gilbert to be paid in accordance with this treatment under the Plan. Any General Unsecured Claims against Gilbert only (*i.e.*, not against the Debtor), shall be paid by Gilbert in accordance to the terms of this section 5.19.

(a) Impairment

Class 19 is impaired.

(b) Voting

Because Class 19 is impaired, the Holders of Class 19 General Unsecured Claims will be entitled to vote on the Plan.

5.20 Class 20. Equity Interests

On the Effective Date, all Equity Interests in the Debtor will be reinstated, and all Holders will be entitled to all legal and equitable rights of such Holders under applicable law.

(a) Impairment

Class 20 is unimpaired.

(b) Voting

Because Class 20 is unimpaired is therefore deemed to accept the Plan. Nevertheless, the Debtor will solicit acceptances of the Plan from the Holders of Class 20 Equity Interests.

5.21 Class 21. GM Financial

Holders of Allowed Secured Class 21 Claims shall be paid in accordance with (i) that certain Retail Installment Contract and Security Agreement dated as of October 2, 2019, in the principal amount of \$31,628.20, for the purchase of a 2017 Ford F-150 XLT, VIN # 1FTEW1EP0HFA10455; and (ii) that certain Retail Installment Contract and Security Agreement dated as of May 12, 2021, in the principal amount of \$66,688.73, for the purchase of a 2021 GMC Sierra 3500HD, VIN # 1GT49WEY5MF245629.

(a) Impairment

Class 21 is unimpaired.

(b) Voting

Because Class 21 is unimpaired is therefore deemed to accept the Plan. Nevertheless, the Debtor will solicit acceptances of the Plan from the Holders of Class 21 Claims.

**ARTICLE 6
DISPUTED CLAIMS**

6.1 Preservation of Debtor's Rights

After the Effective Date, the Debtor shall have and retain all rights and defenses the Debtor had with respect to any Claim immediately prior to the Effective Date except with respect to any Claim deemed Allowed under the Plan. If there are any Claims that are Allowed to be resolved prior to the Effective Date by and through a final non-appealable order of the

Bankruptcy Court via Bankruptcy Rule 9019 or otherwise, such ruling or order shall be binding on all parties.

6.2 Unperfected Security Interests

Any security interests that were unperfected, inadequately perfected, or improperly perfected as of the Petition Date are, in accordance with section 506(a) of the Bankruptcy Code, properly treated hereunder as General Unsecured Claims against the Debtor or Gilbert, as applicable. So long as this Plan remains in effect, the unperfected creditors are hereby enjoined from taking any action to effect perfection of their security interests for any debt, including interest or other charges arising therefrom, and they will be treated and accept in full satisfaction for their Allowed Claims the treatment prescribed for General Unsecured Creditors hereunder.

6.3 Amendments to Claims/Late Claims

After the Confirmation Date, and except to the extent that the applicable Claims Bar Date falls on a later date than the Confirmation Date, a Claim may not be filed or amended without the authorization of the Bankruptcy Court and, even with such Bankruptcy Court authorization, may be amended by the Holder of such Claim with the power solely to decrease, and not to increase, the face amount thereof. Except as otherwise provided in this Section, any new or amended Claim filed after the Confirmation Date shall be deemed Disallowed in full and expunged without any action by the Joint Debtors, and the Joint Debtors will make no distribution on account thereof.

6.4 Objections to Claims

An objection to the Allowance of a Claim shall be in writing and must be filed by a party in interest or a Joint Debtor within one hundred and eighty (180) days after the Effective Date. Any objection made by any party in interest who is not one of the Joint Debtors will be done at that party's own expense. A Joint Debtor will prosecute any objection brought by such Joint Debtor until it is resolved by a final non-appealable order of the Bankruptcy Court unless the applicable Joint Debtor (a) compromises and settles such objection to a Claim or (b) withdraws such objection.

6.5 Delay of Distribution on Disputed Claims

No distribution will be made on account of any Disputed Claim unless and until such Claim is Allowed.

6.6 Settlement of Disputed Claims

A Joint Debtor will have the power and authority to settle and compromise any Disputed Claim subject to Bankruptcy Court approval under Rule 9019 of the Federal Rules of Bankruptcy Procedure. For administrative convenience, the Joint Debtors will have authority to settle any Disputed Claim in an Allowed Claim of less than \$20,000.00 without approval of the Bankruptcy Court.

6.7 Claims Estimation

A Joint Debtor may at any time request that the Bankruptcy Court estimate any Claim under section 502(c) of the Bankruptcy Code for any reason, regardless of whether any party previously has objected to such Claim or whether the Bankruptcy Court has ruled on any such objection.

The Bankruptcy Court shall retain jurisdiction to estimate any such Claim, including during the litigation of any objection to any Claim or during the appeal relating to such objection. In the event that the Bankruptcy Court estimates any such Claim, that estimated amount shall constitute a maximum limitation on such Claim for all purposes under the Plan (including for purposes of distributions), and the applicable Joint Debtor may elect to pursue any supplemental proceedings to object to any ultimate distribution on such Claim.

ARTICLE 7 EXECUTORY CONTRACTS AND UNEXPIRED LEASES

7.1 Assumed Executory Contracts and Unexpired Leases

Except as otherwise set forth herein, as of the Effective Date, all executory contracts of the Joint Debtors shall be deemed rejected unless such contract (a) was previously assumed or rejected by a Joint Debtor; (b) previously expired or terminated pursuant to its terms or applicable law; (c) is the subject of a motion to assume or reject filed by a Joint Debtor under section 365 of the Bankruptcy Code pending as of the Effective Date; or (d) is specifically designated on the following table of executory contracts to be assumed. The proposed cure amount for an executory contract or unexpired lease that is assumed pursuant to the Plan shall be zero dollars unless otherwise indicated in the following schedule. The applicable Joint Debtor assumes only the following executory contracts or unexpired leases effective on the Effective Date of this Plan, with the following cure amounts payable on the Effective Date of this Plan:

Row	Name of Party	Executory Contract or Unexpired Lease	Related Equipment	Cure Amount
1	Navigators Insurance Company	Business Auto Declarations dated January 28, 2022	N/A	\$0.00
2	KSG Enterprise LLC	Commercial Lease Agreement dated September 30, 2020	N/A	\$0.00
3	Midwest Family Mutual Insurance Company	New Business Declarations dated January 28, 2022	N/A	\$0.00
4	Evanston Insurance Company	Common Policy Declarations dated January 28, 2022	N/A	\$0.00
5	Allegiance Premium Finance	Premium Finance Security Agreement dated March 1, 2022	N/A	\$0.00

Row	Name of Party	Executory Contract or Unexpired Lease	Related Equipment	Cure Amount
6	Barco Rent-A Truck	Rental Agreement dated November 24, 2021	Ram 2500 Laramie, VIN #3C6UR5FL7NG118451	\$0.00
7	The Cincinnati Insurance Companies	Pillar Common Policy Declarations dated April 23, 2021	N/A	\$0.00
8	WCF Insurance	Workers Compensation and Employers Liability Insurance Policy dated November 1, 2021, Policy Number 4012175	N/A	\$0.00
9	WCF Insurance	Workers Compensation and Employers Liability Insurance Policy dated November 1, 2021, Policy Number 4021841	N/A	\$0.00
10	U.S. Small Business Administration	Loan Authorization and Agreement dated as of June 20, 2020	N/A	\$0.00
11	LHoist North America of Virginia, Inc.	Contract for Services dated June 23, 2021	N/A	\$0.00
12	The Pike Company	Master Subcontract Agreement dated December 16, 2021, including Exhibit "AA" Work Order	N/A	\$0.00
13	CW The Isle, LLC	Contractor Agreement dated November of 2021	N/A	\$0.00
14	Bill Miller Equipment Sales	Rental/Purchase Agreement dated July 21, 2021	CAT 773F Haul Truck, Serial Number EED791*	\$0.00
15	Bill Miller Equipment Sales	Rental/Purchase Agreement dated July 20, 2021	CAT 773G Haul Truck, Serial Number J2S283*	\$0.00
16	Iron Capital	Master Hire Agreement dated July 30, 2021 and Master Hire Agreement dated July 30, 2021	CAT 772G Serial Number CAT0772GHKEX00131* CAT 772G Serial Number CAT0772GCKEX00138* CAT 772G Serial Number CAT0772GVKEX00139* CAT 772G Serial Number	\$0.00

Row	Name of Party	Executory Contract or Unexpired Lease	Related Equipment	Cure Amount
			CAT0772GJKE00140*	
17	North Mill Credit Trust	Commercial Security Agreement dated January 5, 2021	2006 Caterpillar 613C Serial Number CAT0613CV8LJ02343 2005 Caterpillar D9L Serial Number 14Y75463*	\$0.00
18	North Mill Credit Trust	Equipment Lease Agreement dated December 1, 2021	2021 Mega Mac MPT 12 Mega Water Tower Series # 94409	\$0.00
19	Bill Miller Equipment Sales	Rental/Purchase Agreement dated November 23, 2020	CAT D10N Dozer, Serial Number 3SK641	\$0.00
20	Bill Miller Equipment Sales	Rental/Purchase Agreement dated April 20, 2021	Komatsu PC360 Excavator Serial Number A36147	\$0.00
21	Bill Miller Equipment Sales	Rental/Purchase Agreement dated July 20, 2021	Komatsu PC360 Excavator, Serial Number A35517	\$0.00
22	Bill Miller Equipment Sales	Rental/Purchase Agreement dated July 20, 2021	CAT 772H Haul Truck, Serial Number RBL784*	\$0.00
23	Hanmi Bank	Equipment Finance Agreement dated August 20, 2021	2001 Komatsu Hydraulic Excavatory PC750LC-6 Serial # 10356 2020 Smart Construction Products Base & Rover Hiper VR Series Number 1449-11980	\$0.00
24	KLC Financial, Inc./First Utah Bank	Master Equipment Finance Agreement dated September 14, 2021	2002 Cat 988G Wheel Loader S/N #BNH0457	\$0.00
25	Partners Capital Group, Inc.	Equipment Lease Agreement dated November 12, 2021	2021 Mega Water Tower 12k GAL Stock Number 132647 Serial Number 94409	\$0.00
26	Pawnee Leasing/ Smarter Equipment Finance LLC	Equipment Finance Agreement dated December 10, 2020 and	1979 CAT 637D Serial Number 27W1290	\$0.00
27	Crossroads Equipment Lease & Finance	Equipment Lease Agreement dated October 4, 2019	2014 Freightliner Cascadia Ca 125DC VIN # 3AKJGED1XEFSV7665	\$0.00

Row	Name of Party	Executory Contract or Unexpired Lease	Related Equipment	Cure Amount
28	Headway Capital, LLC	Installment Loan dated December 7, 2021	N/A	\$0.00
29	The United States of America through the Bureau of Land Management	Contract for the Sale of Mineral Materials dated January 29, 2021	N/A	\$0.00

*** Per the terms of this Plan, this equipment will be sold in an auction that is anticipated to be during September of 2022 via the Equipment Sale Motion.**

ANY HOLDER OBJECTING TO THE ABOVE CURE AMOUNTS OR ASSUMPTION OF SUCH EXECUTORY CONTRACT OR UNEXPIRED LEASE MUST FILE AN OBJECTION IN THE BANKRUPTCY COURT AND SERVE IT ON THE APPLICABLE JOINT DEBTOR PRIOR TO THE ENTRY OF THE CONFIRMATION ORDER.

Any counterparty to the above executory contracts or unexpired leases who fails to file an objection to the proposed cure amounts or assumption prior to the entry of the Confirmation Order will be deemed to have accepted such cure amount in full satisfaction and cure of all defaults and other amounts due up to and including the Petition Date, and will have no further claim against the applicable Joint Debtor therefor. Further, such counterparties are deemed to accept the assumption of their executory contract or unexpired lease by the applicable Joint Debtor and will hereby waive all rights and defenses to assumption, adequate assurance of future performance, or otherwise.

7.2 Rejected Executory Contracts and Unexpired Leases

The applicable Joint Debtor will be conclusively deemed to have rejected all executory contracts and unexpired leases not expressly assumed under Section 7.1 above upon entry of the Confirmation Order. A Proof of Claim arising from the rejection of an executory contract or unexpired lease under this section must be filed no later than 10 days after the entry of the Confirmation Order.

ARTICLE 8 MEANS FOR IMPLEMENTATION OF THE PLAN

8.1 Re-vesting of Property of the Estate

On the Effective Date, all assets of the Joint Debtors' estates, including all real and personal property, all Debtor Causes of Action, interests, claims, choses in action, and rights under any contracts (executory or otherwise, unless rejected under Article 7 of this Plan), against any person will re-vest and be transferred to the applicable Joint Debtor after the Effective Date. The applicable Joint Debtor will remain in possession of all its other assets as disclosed in this Plan, including its business, operations, and "know-how," and will continue to procure contracts and service such contracts and agreements through its existing target markets and target

customers, while simultaneously seeking to increase its profitability by effectively servicing, retaining and growing its contracted projects.

8.2 Continued Corporate Existence of Debtor

From and after the Effective Date, the Debtor shall (a) exist and continue to exist as a separate legal entity, (b) with all powers in accordance with the laws of the State of Nevada, and (c) shall be governed by the Debtor's pre-Petition Date amended operating agreement dated August 30, 2019. The Debtor shall have all of the powers of such a legal entity under applicable law and without prejudice to any right to alter or terminate such existence (whether by merger, conversion, dissolution or otherwise) under applicable law. Beginning on and after the Effective Date, each of the Joint Debtors may freely enter into contracts, operate its/his business and may use, acquire, and dispose of property and compromise, or settle any Claims that may arise beginning on or after the Effective Date, all without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules, other than those restrictions expressly imposed by the Plan or the Confirmation Order.

8.3 Retention and Re-vesting of Debtor Causes of Action

The Joint Debtors will retain (or hereby are given) standing and authority to prosecute all Debtor Causes of Action. Currently, the Joint Debtors have known Debtor Causes of Action against: (1) J.R. Simplot Company and Fisher Sand & Gravel Co. over unpaid work provided by SoNev; (2) (2) The Pike Company, Inc., currently pending as Adversary Number: 22-02035; and (3) RPS Campbell Companies d/b/a Solutions Financial Services, Wheeler Machinery Co., or any affiliate or subsidiary for breach of contract for failure to maintain SoNev's machines. The Joint Debtors hereby expressly reserve and will retain or be re-vested with all Debtor Causes of Action, and, therefore, in each case, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, waiver, estoppels (judicial, equitable or otherwise) or laches shall apply to such Debtor Causes of Action upon or after the entry of the Confirmation Order or Effective Date based on the Plan or the Confirmation Order, except where such Debtor Causes of Action have been expressly released in the Plan or any final non-appealable order from the Bankruptcy Court. In accordance with section 1123(b) of the Bankruptcy Code, the applicable Joint Debtor may enforce all rights to commence and pursue any Debtor Causes of Action, and the applicable Joint Debtor's rights to commence, prosecute, or settle any such Debtor Causes of Action shall be preserved, notwithstanding entry of the Confirmation Order or the occurrence of the Effective Date. No person may rely on the absence of a specific reference in the Plan or the Disclosure Statement to any Debtor Cause of Action against him, her, or it as any indication that the Joint Debtors will not pursue any available Debtor Causes of Action against such person. In accordance with section 1123(b)(3) of the Bankruptcy Code, any Debtor Causes of Action that a Joint Debtor may hold against any person shall vest in the applicable Joint Debtor. The applicable Joint Debtor may bring all such Debtor Causes of Action in the Bankruptcy Court or such other court of competent jurisdiction in its sole discretion. The Joint Debtors will have and are hereby given authority to settle all Debtor Causes of Action without prior approval of the Bankruptcy Court.

8.4 Wherewithal to Pay Claims under the Plan and Reorganization Efforts

The cash necessary to make distributions by the Joint Debtors to each Class of Claims consists of (a) cash on hand, (b) cash to be earned from the continued business operations of the Debtor, and (c), where applicable, cash to be earned from Gilbert's role as a manager of the Debtor and from his other business income, all as set forth in month-by-month detail in the Debtor's Best Efforts Analysis and Operating Budget attached as Exhibit C hereto.

The Joint Debtors will provide additional testimony and evidence supporting their wherewithal to fulfill their obligations under this Plan at the Confirmation Hearing.

8.5 Cash Flow and Best Efforts Test

The Debtor, by operating its business, has Projected Disposable Income for the next five years following the Effective Date as set forth in the Best Efforts Analysis and Operating Budget attached as Exhibit C hereto. The Best Efforts Analysis and Operating Budget is based on the Debtor's pre-Petition Date operational history and cash flow, its post-Petition Date reorganizational efforts and operating history as reflected in the Monthly Operating Reports, which are filed on the docket of the Bankruptcy Court and incorporated herein by reference, the experience of the Debtor's management, and the ongoing fixed obligations assumed under the Plan (primarily to the Secured Creditors). The Best Efforts Analysis and Operating Budget is attached as Exhibit B hereto.

The Best Efforts Analysis and Operating Budget show that, after payment of the expenditures necessary for the continuation, preservation, or operation of the business of the Debtor, including the ongoing fixed obligations assumed under the Plan (primarily to the Secured Creditors), the Projected Disposable Income of the Debtor over the five-year period following the Effective Date is sufficient to pay all Claims in full on the schedule set forth in **Error! Reference source not found.** of the Plan. As set forth above in Section 8.4, the Debtor will pay all claims in full with interest under the Plan.

Accordingly, the Debtor under this Plan will distribute cash or make regular monthly payments of a value as of the Effective Date of the Plan that are not less than the lesser of the Allowed amounts of all Claims and the Projected Disposable Income of the Debtor for the five-year period after the Effective Date in accordance with section 1191(c)(2)(B) of the Bankruptcy Code.

The Debtor will provide additional evidence supporting the calculation of its Projected Disposable Income at the Confirmation Hearing.

Gilbert, in his role as Manager of the Debtor and from his other business interests, has Projected Disposable Income for the next five years following the Effective Date as set forth in the Best Efforts Analysis and Operating Budget attached as Exhibit C hereto. Because Gilbert's income is intertwined with the Debtor's successful operations, Gilbert incorporates the Debtor's projections, Operating Budget, and Best Efforts Analysis as evidence of his ability to make the payments called for under this Plan. As set forth in this Plan, Gilbert will: (a) guarantee all Claims paid by the Debtor under this Plan for which he was also obligated (as a guarantor) prior to the Petition Date; and (b) distribute cash or make regular monthly payments of a value as of the Effective Date of the Plan that are not less than the lesser of the Allowed amounts of all

Claims against Gilbert and the Projected Disposable Income of the Debtor for the five-year period after the Effective Date in accordance with section 1191(c)(2)(B) of the Bankruptcy Code.

8.6 Post-Effective Date Management and Professionals

In accordance with section 1129(a)(5) of the Bankruptcy Code, from and after the Effective Date, the initial officers and directors of the Debtor will be as follows:

Name	Position
Keith Gilbert	Manager
Patricia Gilbert	Lead Estimator and Project Manager
Autumn Arnold	Chief Financial Officer

Each of the foregoing officers of the Debtor will be employed by the Debtor after the Effective Date, under the same or similar terms and conditions of employment that each employee had operated under prior to the Petition Date.

The Debtor will retain Parsons Behle & Latimer as counsel after the Confirmation Date to assist the Debtor in any bankruptcy-related matters and such other matters as are appropriate. Parsons Behle & Latimer will continue to charge its customary rates as agreed upon from time to time by the Debtor and Parsons Behle & Latimer, but neither Parsons Behle & Latimer nor the Debtor will be required to submit fee applications or otherwise be employed under the Bankruptcy Code, and the Debtor may pay Parsons Behle & Latimer without notice, a hearing, or approval by the Bankruptcy Court. Gilbert may retain counsel of his choosing after the Confirmation Date to assist him in any bankruptcy-related matters and such other matters as are appropriate, and such counsel may charge its customary rates and be paid accordingly as agreed upon by Gilbert and such counsel, without being required to submit fee applications or otherwise be employed under the Bankruptcy Code.

After the Confirmation Date, the Debtor will hire, fire, retain, or employ such other professionals and contractors as it deems advisable in the reasonable exercise of its business judgment without the need to seek approval of the Bankruptcy Court. The Debtor will compensate its professionals for any services provided after the Confirmation Date in the ordinary course of its business without the need for Bankruptcy Court approval.

ARTICLE 9 MISCELLANEOUS AND GENERAL PROVISIONS

9.1 Definitions and Rules of Construction

Except as otherwise provided in this Plan, the definitions and rules of construction set forth in sections 101 and 102 of the Bankruptcy Code apply when terms defined or construed in the Bankruptcy Code are used in this Plan. Interest shall be calculated at the specified rate in simple interest accruing on a yearly basis only on outstanding principal.

9.2 Severability

If any provision in this Plan is determined to be unenforceable, then such determination will in no way limit or affect the enforceability and operative effect of any other provision of this Plan.

9.3 Binding Effect

The rights, obligations, limitations, and injunctions of, for, or against any person or entity named or referred to in this Plan will be binding upon and will inure to the benefit of the successors or assigns of such person or entity.

9.4 Controlling Law

Unless a different rule of law or procedure is supplied by federal law (including the Bankruptcy Code or the Federal Rules of Bankruptcy Procedure) or in the subject instrument, the laws of the State of Utah govern this Plan and any agreements, documents, and instruments executed in connection with this Plan.

9.5 Retention of Bankruptcy Court Jurisdiction

The Bankruptcy Court will retain and have exclusive jurisdiction over any matter arising under the Bankruptcy Code arising in or related to the Joint Debtors' Chapter 11 Cases or the Plan, or that relates to any of the following:

(i) consistent with Article 7, hereof, to resolve any matter related to the assumption or rejection of any executory contract or unexpired lease to which a Joint Debtor is a party or with respect to which a Joint Debtor may be liable and to hear and determine any Claim arising therefrom;

(ii) to enter such orders as may be necessary or appropriate to implement or consummate the provisions of the Plan;

(iii) to determine all motions, adversary proceedings, applications, and contested or litigated matters related to the Joint Debtors' Chapter 11 Cases or arising therefrom, that may be pending on the Effective Date or that, pursuant to the Plan, may be instituted by a Joint Debtor prior to or after the Effective Date, including resolution of all Debtor Causes of Action, including Avoidance Actions;

(iv) to ensure that distributions to Holders of Allowed Claims are accomplished as provided in the Plan;

(v) to hear and determine any timely objection to a Claim or Proof of Claim;

(vi) to enter and implement such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, revoked, modified, reversed, or vacated;

(vii) to issue such orders in aid of execution of the Plan, to the extent authorized by section 1142 of the Bankruptcy Code;

(viii) to consider any modification of the Plan, to cure any defect or omission, or reconcile any inconsistency in any order of the Bankruptcy Court, including the Confirmation Order;

(ix) to hear and determine all applications for awards of compensation for services rendered and reimbursement of expenses incurred by the Joint Debtors' professionals, the Subchapter V Trustee, and any other timely filed applications filed with the Court for allowance of Administrative Expense Claims;

(x) to hear and determine disputes arising in connection (i) with or relating to the Plan; (ii) the interpretation, implementation, or enforcement of the Plan; or (iii) the extent of any person's obligations incurred in connection with or released under the Plan; but notwithstanding the preceding, if the Court's potential resolution of any issues arising under this subsection (x) is otherwise governed by an express enforcement or dispute resolution provision in an agreement or contract that already exists by and between a Joint Debtor and such party, then such provisions should govern;

(xi) to issue injunctions, enter and implement other orders, or take such other actions as may be necessary or appropriate to restrain interference by any entity with consummation or enforcement of the Plan;

(xii) to determine any other matter that may arise in connection with or that is related to the Plan, the Confirmation Order, or any contract, instrument, release, or other agreement or document created in connection therewith, unless such agreements or documents contain express enforcement or dispute resolution provisions, in which case, such provisions should govern;

(xiii) to hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code (including, without limitation, any matter relating to tax refunds, and any request by a Joint Debtor for an expedited determination of tax liability under section 505(b) of the Bankruptcy Code with respect to the applicable Joint Debtor);

(xiv) to hear any other matter or for any purpose specified in the Confirmation Order that is not inconsistent with the Bankruptcy Code; and

(xv) to enter a final decree closing the Chapter 11 Case.

9.6 Inconsistencies

In the event of any inconsistency between and among the Plan, the Confirmation Order, or the Plan Supplement, the documents shall control in the following order: (1) the Confirmation Order; (2) the Plan; and (3) the Plan Supplement.

9.7 Unclaimed Distributions

For any property to be distributed pursuant to the Plan, if such distributed property is not claimed by the distributee within one year after the payment, then such distributed property shall be returned to the applicable Joint Debtor and become the property of such Joint Debtor free and clear of any claims of any person.

ARTICLE 10 DISCHARGE AND RELATED MATTERS

10.1 Discharge of Claims

If the Plan is confirmed under section 1191(a) of the Bankruptcy Code, on the Confirmation Date, except as specifically provided in the Plan, the Joint Debtors and all of their property will be discharged from any interest, claim, or debt that arose before confirmation of the Plan, subject to the occurrence of the Effective Date, to the full extent specified in section 1141(d)(1)(A) of the Bankruptcy Code as made applicable by 1192 of the Bankruptcy Code, except that the Joint Debtors will not be discharged of any debt (a) imposed by the Plan; (b) of a kind specified in section 1141(d)(6)(A) of the Bankruptcy Code if a timely complaint is filed in accordance with Rule 4007(c) of the Federal Rules of Bankruptcy Procedure; or (c) of a kind specified in § 1141(d)(6)(B) of the Bankruptcy Code. Pending execution of this Plan and unless (i) the Court has otherwise expressly ordered; or (ii) this Plan otherwise expressly provides, all creditors will continue to be stayed from proceeding against the Joint Debtors or their assets on account of any debt arising prior to the Effective Date.

If the Plan is confirmed under section 1191(b) of the Bankruptcy Code, then the Joint Debtors will be discharged as set forth in section 1192 of the Bankruptcy Code on the date that the applicable Joint Debtor makes its final payments under the Plan.

10.2 Exculpation

Neither the Joint Debtors, the Subchapter V Trustees, nor any of their respective officers, directors, employees, representatives, professionals, or agents, will have or incur any liability to any party in interest or any other person for any act or omission in connection with or arising out of the Chapter 11 Cases, including, without limitation, prosecuting confirmation of this Plan, consummation of this Plan, or the administration of this Plan or the property to be distributed under this Plan, except for gross negligence, willful misconduct, or fraud.

ARTICLE 11 MODIFICATION OF PLAN

Subject to the restrictions on modifications set forth in section 1193 of the Bankruptcy Code, the Joint Debtors reserve the right to alter, amend or modify the Plan before or after its substantial consummation. Prior to the Effective Date, the Joint Debtors may make appropriate technical adjustments and modifications to the Plan without further order or approval of the Bankruptcy Court. Holders of Claims that have accepted the Plan shall be deemed to have accepted the Plan, as amended, modified, or supplemented, if the proposed amendment, modification, or supplement does not materially and adversely change the treatment of the Claim of such Holder; provided, however, that any Holders of Claims who were deemed to accept the

Plan because such Claims were unimpaired shall continue to be deemed to accept the Plan only if, after giving effect to such amendment, modification, or supplement, the treatment of such unimpaired Claims continue to be unimpaired.

ARTICLE 12 CONFIRMATION OF PLAN

The Joint Debtors respectfully request Confirmation of the Plan under section 1191(a) of the Bankruptcy Code. In the event that any impaired class of Claims (or class of Claims that the Court determines is impaired) shall fail to accept, or be deemed to reject, the Plan in accordance with section 1191(a) of the Bankruptcy Code, and/or no impaired class votes to accept the Plan, then the Joint Debtors hereby request that the Bankruptcy Court confirm the Plan in accordance with section 1191(b) of the Bankruptcy Code and/or amend the Plan, including an amendment as needed at the Confirmation Hearing. In such event, the Joint Debtors respectfully request Confirmation of the Plan under section 1191(b) of the Bankruptcy Code.

ARTICLE 13 REMEDIES UPON DEFAULT

If a Joint Debtor becomes delinquent in a duty or obligation under the Plan, then the affected party in interest shall provide written notice of such default to the applicable Joint Debtor and its counsel. The applicable Joint Debtor shall thereafter have 20 business days from receipt of said notice in which to cure the default and, if so cured, will not be considered to be in default. In the event such default remains uncured for the requisite 20 days, then the affected Creditor or Creditors shall be required to bring the issue of default before the Bankruptcy Court, which shall have exclusive jurisdiction over the dispute and remedy. In the event the applicable Joint Debtor is deemed to have breached its obligations under this Plan to the affected party in interest, the Court may fashion a remedy with respect to such party; provided, however, that such default shall not be considered a default with respect to all other parties in interest under this Plan, and the provisions of this Plan, including the applicable Joint Debtor's discharge and any injunctions contained herein shall remain in effect with respect to all other parties unless otherwise ordered by the Court.

Respectfully submitted,

Dated: August 24, 2022.

SoNev Construction LLC

By: /s/ Keith Gilbert
Keith Gilbert
Founder, Manager

•
•
•

Dated: August 24, 2022.

PARSONS BEHLE & LATIMER

By: /s/ Brian M. Rothschild
BRIAN M. ROTHSCILD

Attorneys for SoNev Construction LLC

Dated: August 24, 2022.

By: /s/ Keith Gilbert
Keith Gilbert

•
•
•

Dated: August 24, 2022.

COHNE KINGHORN, P.C.

By: /s/ Jeffrey L. Trousdale
JEFFREY L. TROUSDALE

Attorneys for Keith Gilbert

LIST OF EXHIBITS

Ex No.	Document Name
A	Debtor's Liquidation Analysis
B	Gilbert's Liquidation Analysis
C	Debtor's Best Efforts Analysis and Operating Budget

EXHIBIT A

DEBTOR'S LIQUIDATION ANALYSIS

Liquidation Analysis - SoNev Construction, LLC

SoNev Construction, LLC			Potential Recovery					
(\$ in 0s)			3/31/2022			Recovery Estimate %		
						Recovery Estimate \$		
Assets	Notes	Net Book Value	Low	Midpoint	High	Low	Midpoint	High
Assets & Gross Liquidation Proceeds								
Cash on Hand	A	218,212	100%	100%	100%	218,212	218,212	218,212
Joint Checks Cash		0	80%	95%	100%	0	0	0
Accounts Receivable	B	1,959,616	40%	50%	70%	783,846	979,808	1,371,731
Prepaid Expenses & Other Current Assets	C	4,862	100%	100%	100%	4,862	4,862	4,862
Current Asset Total		2,182,690	63%	76%	100%	1,006,920	1,202,882	1,594,805
Fixed Assets								
Land	D	10,621	60%	70%	80%	6,373	7,435	8,497
Machinery & Equipment	E	4,691,331	40%	60%	75%	1,876,532	2,814,799	3,518,498
Tractor	E	343,938	30%	50%	70%	103,182	171,969	240,757
Trailers	E	143,179	50%	60%	70%	71,590	85,908	100,226
Vehicles	E	386,891	20%	40%	50%	77,378	154,757	193,446
Small Tools	E	62,151	40%	60%	70%	24,861	37,291	43,506
Office Furniture & Fixtures	E	16,703	20%	30%	40%	3,341	5,011	6,681
Total Property & Equipment, Net of Accumulated Depreciation		5,654,816	53%	80%	100%	2,163,256	3,277,169	4,111,611
Total Gross Liquidation Proceeds		7,837,506	56%	79%	100%	3,170,176	4,480,051	5,706,416
Wind Down/Chapter 7 Liquidation								
Corporate Wind-down Costs	F					1,153,836	692,302	576,918
Chapter 7 Trustee Fees	G					119,705	159,002	195,792
Chapter 7 Trustee Legal & Financial Advisors	H					240,000	144,000	120,000
Total Net Liquidation Proceeds Available for Distribution						1,656,635	3,484,748	4,813,705

Waterfall Analysis

Proceeds Available for Priority Claims		1,656,635	3,484,748	4,813,705
Total Priority Claims	I	64,436	64,436	64,436
\$ Recovery to Priority Claimants		64,436	64,436	64,436
% Recovery to Priority Claimants		100%	100%	100%
Proceeds Available for Secured Claims		1,592,199	3,420,312	4,749,269
Total Secured Claims	J	2,448,394	2,448,394	2,448,394
\$ Recovery to Secured Claimants		1,592,199	2,448,394	2,448,394
% Recovery to Secured Claimants		65%	100%	100%
Proceeds Available for Administrative Claims		0	971,918	2,300,875
Total Administrative Claims	K	0	0	0
\$ Recovery to Administrative Claimants		0	0	0
% Recovery to Administrative Claimants		0%	0%	0%
Proceeds Available for General Unsecured Claims		0	971,918	2,300,875
Total General Unsecured Claims	L	5,265,303	5,265,303	5,265,303
\$ Recovery to Secured Claimants		0	971,918	2,300,875
% Recovery to Secured Claimants		0%	18%	44%

EXHIBIT B

GILBERT'S LIQUIDATION ANALYSIS

Liquidation Analysis - Keith Gilbert

Keith Gilbert			Potential Recovery		
(\$ in Os)	5/31/2022	Recovery Estimate %	Recovery Estimate \$		
Assets	Notes	Net Book Value	Low	Midpoint	High
Assets & Gross Liquidation Proceeds					
Cash on Hand	A	9,941	100%	100%	100%
Investments	B	0	100%	100%	100%
Current Asset Total		9,941	0%	0%	0%
Fixed Assets					
Commercial Property	D	785,000	40%	60%	75%
Vehicles	E	102,302	20%	40%	50%
Equipment	E	822,470	20%	40%	50%
Recreational Vehicles	E	9,000	20%	40%	50%
Household Assets	E	1,800	40%	60%	70%
Office Assets	E	16,703	20%	30%	40%
Total Property & Equipment, Net of Accumulated Depreciatin		1,737,275	0%	0%	0%
Total Gross Liquidation Proceeds		1,747,216	0%	0%	0%
Wind Down/Chapter 7 Liquidation			High	Midpoint	Low
Coprorate Wind-down Costs	F		33,332	19,999	16,666
Chapter 7 Trustee Fees	G		40,043	50,416	56,806
Chapter 7 Trustee Legal & Financial Advisors	H		80,000	48,000	40,000
Total Net Liquidation Proceeds Available for Distirbution			361,381	742,125	960,047
Waterfall Analysis					
Proceeds Available for Secured Claims			361,381	742,125	960,047
Total Secured Claims -Class 1	I		76,246	76,246	76,246
\$ Recovery to Secured Claimants			76,246	76,246	76,246
% Recovery to Secured Claimants			100%	100%	100%

Proceeds Available for Administrative Claims		285,135	665,879	883,801
Total Administrative Claims -Class 2	J	0	0	0
\$ Recovery to Secured Claimants		0	0	0
% Recovery to Secured Claimants		0%	0%	0%
Proceeds Available for Priority Unsecured Claims		285,135	665,879	883,801
Total Priority Unsecured Claims -Class3	K	3,868,283	3,868,283	3,868,283
\$ Recovery to Secured Claimants		285,135	665,879	883,801
% Recovery to Secured Claimants		7%	17%	23%
Proceeds Available for General Unsecured Claims		0	0	0

EXHIBIT C

DEBTOR'S BEST EFFORTS ANALYSIS AND OPERATING BUDGET

SoNev Construction, LLC
Report of Cash Receipts and Disbursements
December 31, 2022

	May-22	June-22	July-22	August-22	September-22	October-22	November-22	December-22	Total 2022
Cash Basis									
Beginning Cash Balance	\$ 115,839	\$ 81,790	\$ 262,807	\$ 401,907	\$ 516,137	\$ 494,523	\$ 438,442	\$ 372,787	\$ 115,839
Receipts									
Equipment Sale Proceeds (unencumbered)									
Receipts	\$ 917,673	\$ 1,219,030	\$ 1,041,452	\$ 934,221	\$ 986,579	\$ 565,910	\$ 449,060	\$ 416,800	\$ 11,018,859
DIP Financing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Retention 10%					\$ (98,658)	\$ (56,591)	\$ (44,906)	\$ (41,680)	\$ (1,101,886)
Contingency 10%	\$ -	\$ -	\$ -	\$ -	\$ (49,329)	\$ (28,296)	\$ (22,453)	\$ (20,840)	\$ (550,943)
Transfer In									
TOTAL Receipts	\$ 917,673	\$ 1,219,030	\$ 1,041,452	\$ 934,221	\$ 838,592	\$ 481,024	\$ 381,701	\$ 354,280	\$ 9,366,030
Project Disbursements									
Direct Labor	426,985	410,621	350,805	314,685	332,321	190,622	151,262	140,396	1,890,712
Bulk Fuel	44,344	76,991	65,776	59,003	62,310	35,742	28,362	26,324	354,509
Tractor & Trailer Repair & Maintenance	23,343	54,576	46,626	41,825	44,169	25,336	20,105	18,660	251,298
Equipment Repairs & Maintenance	21,523	107,660	91,977	82,506	87,130	49,979	39,659	36,810	495,721
Small Equipment & Tools (Expense)	-	367	314	281	297	170	135	126	1,691
Car & Truck	-	21,814	18,637	16,718	17,655	10,127	8,036	7,459	100,444
Contractors	14,663	15,783	13,484	12,096	12,774	7,327	5,814	5,396	72,674
Equipment Rental	116,318	153,983	131,552	118,007	124,620	71,483	56,723	52,648	709,017
Equipment Transportation	1,670	2,755	2,354	2,111	2,230	1,279	1,015	942	12,685
Job Supplies	5,934	10,905	9,317	8,358	8,826	5,063	4,017	3,729	50,215
Permits	946	578	493	443	467	268	213	197	2,659
Total Project Disbursements	655,725	856,033	731,334	656,033	692,800	397,396	315,341	292,687	3,941,625
Operating Disbursements						-	-	-	-
Bank Charges & Fees	131	593	506	454	480	275	218	203	12,900
Dues & Subscriptions	2,797	1,682	1,437	1,289	1,361	781	620	575	16,181
Recruiting and Retention	820	173	148	133	140	80	64	59	1,867
Rent & Lease	-	6,951	5,938	5,327	5,625	3,227	2,561	2,377	118,960
Utilities	2,532	7,100	6,066	5,441	5,746	3,296	2,615	2,428	64,075
Shipping, Freight & Delivery	106	2	2	2	2	1	1	1	3,062
Taxes & Licenses	-	1,888	1,613	1,447	1,528	877	696	646	34,813
Training	-	309	264	237	250	143	114	106	2,501
Health Insurance - 1001	19,000	7,679	6,560	5,885	6,214	3,565	2,829	2,625	151,677
Insurance	27,796	33,106	28,284	25,371	26,793	15,369	12,196	11,319	353,619
Interest Charge	218	2,039	1,742	1,563	1,650	947	751	697	27,071
Office Supplies & Software	368	1,812	1,548	1,389	1,466	841	667	620	16,251
Penalties	-	927	792	710	750	430	341	317	8,297
Legal & Professional Services	20,078	14,470	12,362	11,089	11,711	6,717	5,330	4,947	133,616
Meal & Lodging	448	642	548	492	519	298	236	219	5,406
Travel	244	890	760	682	720	413	328	304	7,726
Total Operating Costs	\$ 74,539	\$ 80,262	\$ 68,570	\$ 61,510	\$ 64,957	\$ 37,260	\$ 29,567	\$ 27,442	\$ 958,022
Capex									
Secured Creditor Payments									
Advantage Leasing	\$ 1,372	\$ 1,372	\$ 1,372	\$ 1,372	\$ 1,372	\$ 1,372	\$ 1,372	\$ 1,372	\$ 1,372
Amur GPS System	\$ 3,544	\$ 3,544	\$ 3,544	\$ 3,544	\$ 3,544	\$ 3,544	\$ 3,544	\$ 3,544	\$ 3,544
Balboa Capital	\$ 942	\$ 942	\$ 942	\$ 942	\$ 942	\$ 942	\$ 942	\$ 942	\$ 942
Bill Miller -D10N Dozer	\$ 12,800	\$ 12,800	\$ 12,800	\$ 12,800	\$ 12,800	\$ 12,800	\$ 12,800	\$ 12,800	\$ 12,800
Bill Miller -773G	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
Bill Miller -PC360	\$ 9,240	\$ 9,240	\$ 9,240	\$ 9,240	\$ 9,240	\$ 9,240	\$ 9,240	\$ 9,240	\$ 9,240
Bill Miller- PC360 6147	\$ 8,500	\$ 8,500	\$ 8,500	\$ 8,500	\$ 8,500	\$ 8,500	\$ 8,500	\$ 8,500	\$ 8,500
Caterpillar Financial Services	\$ 9,501	\$ 9,501	\$ 9,501	\$ 9,501	\$ 9,501	\$ 9,501	\$ 9,501	\$ 9,501	\$ 9,501
Crestmark Finance	\$ 13,057	\$ 13,057	\$ 13,057	\$ 13,057	\$ 13,057	\$ 13,057	\$ 13,057	\$ 13,057	\$ 13,057
Deere & Company	\$ 1,306	\$ 1,306	\$ 1,306	\$ 1,306	\$ 1,306	\$ 1,306	\$ 1,306	\$ 1,306	\$ 1,306
Financial Pacific Leasing	\$ 1,642	\$ 1,642	\$ 1,642	\$ 1,642	\$ 1,642	\$ 1,642	\$ 1,642	\$ 1,642	\$ 1,642
Ford Credit	\$ 781	\$ 781	\$ 781	\$ 781	\$ 781	\$ 781	\$ 781	\$ 781	\$ 781
Komatsue Financial	14,900	14,900	14,900	14,900	14,900	14,900	14,900	14,900	14,900
Southwest Plumbing Contractual Agreement	-	-	-	-	-	-	-	-	-
Sterns Bank-637D	1,010	1,010	1,010	1,010	1,010	1,010	1,010	1,010	1,010
Sterns Bank-	3,122	3,122	3,122	3,122	3,122	3,122	3,122	3,122	3,122
US Small Business Administration			731	731	731	731	731	731	731
Total Secured Creditor Dispursments	\$ 101,717	\$ 101,717	\$ 102,448	\$ 102,448	\$ 102,448	\$ 102,448	\$ 102,448	\$ 102,448	\$ 102,448
Unsecured Creditor Disbursements									
Unsecured Creditor Unprotected Claims	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303
Other Unsecured Creditotr Claims									
Total Unsecured Creditor Dispursments	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303
TOTAL Disbursements	\$ 831,981	\$ 1,038,012	\$ 902,352	\$ 819,991	\$ 860,206	\$ 537,105	\$ 447,356	\$ 422,578	\$ 5,002,095
Net change in Cash	\$ 85,692	\$ 181,017	\$ 139,100	\$ 114,230	\$ (21,614)	\$ (56,081)	\$ (65,655)	\$ (68,298)	\$ 4,363,935
Dip Financing									
Dispursments to Unsecured Creditors									
Ending Cash Balance****	\$ 201,530	\$ 262,807	\$ 401,907	\$ 516,137	\$ 494,523	\$ 438,442	\$ 372,787	\$ 304,489	\$ 4,479,774

SoNev Construction, LLC
Report of Cash Receipts and Disbursements
December 31, 2022

	January-23	February-23	March-23	April-23	May-23	June-23	July-23	August-23	September-23	October-23	November-23	December-23
Cash Basis												
Beginning Cash Balance	\$ 304,489	\$ 245,931	\$ 185,113	\$ 136,165	\$ 87,216	\$ 47,141	\$ 22,322	\$ (2,498)	\$ (23,782)	\$ (45,065)	\$ (42,414)	\$ (32,757)
Receipts												
Equipment Sale Proceeds (unencumbered)												
Receipts	\$ 535,673	\$ 508,089	\$ 652,964	\$ 652,964	\$ 761,254	\$ 947,454	\$ 947,454	\$ 990,606	\$ 990,606	\$ 1,282,731	\$ 1,368,231	\$ 1,230,481
DIP Financing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Retention 10%	\$ (53,567)	\$ (50,809)	\$ (65,296)	\$ (65,296)	\$ (76,125)	\$ (94,745)	\$ (94,745)	\$ (99,061)	\$ (99,061)	\$ (128,273)	\$ (136,823)	\$ (123,048)
Contingency 10%	\$ (26,784)	\$ (25,404)	\$ (32,648)	\$ (32,648)	\$ (38,063)	\$ (47,373)	\$ (47,373)	\$ (49,530)	\$ (49,530)	\$ (64,137)	\$ (68,412)	\$ (61,524)
Transfer In												
TOTAL Receipts	\$ 455,322	\$ 431,876	\$ 555,020	\$ 555,020	\$ 647,066	\$ 805,336	\$ 805,336	\$ 842,015	\$ 842,015	\$ 1,090,322	\$ 1,162,997	\$ 1,045,909
Project Disbursements												
Direct Labor	180,437	171,146	219,946	219,946	256,422	319,142	319,142	333,678	333,678	432,078	460,878	414,478
Bulk Fuel	33,832	32,090	41,240	41,240	48,079	59,839	59,839	62,565	62,565	81,015	86,415	77,715
Tractor & Trailer Repair & Maintenance	23,982	22,747	29,233	29,233	34,082	42,418	42,418	44,350	44,350	57,428	61,256	55,089
Equipment Repairs & Maintenance	47,308	44,872	57,667	57,667	67,231	83,675	83,675	87,486	87,486	113,285	120,836	108,671
Small Equipment & Tools (Expense)	161	153	197	197	229	285	285	298	298	386	412	371
Car & Truck	9,586	9,092	11,685	11,685	13,622	16,954	16,954	17,727	17,727	22,954	24,484	22,019
Contractors	6,936	6,578	8,454	8,454	9,856	12,267	12,267	12,826	12,826	16,608	17,715	15,931
Equipment Rental	67,664	64,180	82,480	82,480	96,158	119,678	119,678	125,129	125,129	162,029	172,829	155,429
Equipment Transportation	1,211	1,148	1,476	1,476	1,720	2,141	2,141	2,239	2,239	2,899	3,092	2,781
Job Supplies	4,792	4,545	5,841	5,841	6,810	8,476	8,476	8,862	8,862	11,475	12,240	11,008
Permits	254	241	309	309	361	449	449	469	469	608	648	583
Total Project Disbursements	376,163	356,793	458,528	458,528	534,571	665,326	665,326	695,628	695,628	900,766	960,806	864,075
Operating Disbursements												
Bank Charges & Fees	260	247	317	317	370	461	461	482	482	624	665	598
Dues & Subscriptions	739	701	901	901	1,050	1,307	1,307	1,367	1,367	1,770	1,888	1,698
Recruiting and Retention	76	72	93	93	108	134	134	141	141	182	194	175
Rent & Lease	3,054	2,897	3,723	3,723	4,341	5,402	5,402	5,648	5,648	7,314	7,802	7,016
Utilities	3,120	2,959	3,803	3,803	4,434	5,518	5,518	5,770	5,770	7,471	7,969	7,167
Shipping, Freight & Delivery	1	1	1	1	2	2	2	2	2	3	3	2
Taxes & Licenses	830	787	1,012	1,012	1,179	1,468	1,468	1,535	1,535	1,987	2,120	1,906
Training	136	129	165	165	193	240	240	251	251	325	347	312
Health Insurance - 1001	3,374	3,200	4,113	4,113	4,795	5,968	5,968	6,240	6,240	8,080	8,618	7,751
Insurance	14,548	13,799	17,733	17,733	20,674	25,731	25,731	26,903	26,903	34,836	37,158	33,417
Interest Charge	896	850	1,092	1,092	1,273	1,585	1,585	1,657	1,657	2,145	2,288	2,058
Office Supplies & Software	796	755	971	971	1,131	1,408	1,408	1,472	1,472	1,907	2,034	1,829
Penalties	407	386	496	496	579	720	720	753	753	975	1,040	935
Legal & Professional Services	6,358	6,031	7,751	7,751	9,036	11,246	11,246	11,759	11,759	15,226	16,241	14,606
Meal & Lodging	282	267	344	344	401	499	499	521	521	675	720	648
Travel	391	371	477	477	556	692	692	723	723	937	999	898
Total Operating Costs	\$ 35,269	\$ 33,453	\$ 42,992	\$ 42,992	\$ 50,122	\$ 62,381	\$ 62,381	\$ 65,222	\$ 65,222	\$ 84,456	\$ 90,086	\$ 81,016
Capex											\$	25,000
Secured Creditor Payments												
Advantage Leasing	\$ 1,372	\$ 1,372	\$ 1,372	\$ 1,372	\$ 1,372	\$ 1,372	\$ 1,372	\$ 1,372	\$ 1,372	\$ 1,372	\$ 1,372	\$ 1,372
Amur GPS System	\$ 3,544	\$ 3,544	\$ 3,544	\$ 3,544	\$ 3,544	\$ 3,544	\$ 3,544	\$ 3,544	\$ 3,544	\$ 3,544	\$ 3,544	\$ 3,544
Balboa Capital	\$ 942	\$ 942	\$ 942	\$ 942	\$ 942	\$ 942	\$ 942	\$ 942	\$ 942	\$ 942	\$ 942	\$ 942
Bill Miller -D10N Dozer	\$ 12,800	\$ 12,800	\$ 12,800	\$ 12,800	\$ 12,800	\$ 12,800	\$ 12,800	\$ 12,800	\$ 12,800	\$ 12,800	\$ 12,800	\$ 12,800
Bill Miller -773G	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000
Bill Miller -PC360	\$ 9,240	\$ 9,240	\$ 9,240	\$ 9,240	\$ 9,240	\$ 9,240	\$ 9,240	\$ 9,240	\$ 9,240	\$ 9,240	\$ 9,240	\$ 9,240
Bill Miller- PC360 6147	\$ 8,500	\$ 8,500	\$ 8,500	\$ 8,500	\$ 8,500	\$ 8,500	\$ 8,500	\$ 8,500	\$ 8,500	\$ 8,500	\$ 8,500	\$ 8,500
Caterpillar Financial Services	\$ 9,501	\$ 9,501	\$ 9,501	\$ 9,501	\$ 9,501	\$ 9,501	\$ 9,501	\$ 9,501	\$ 9,501	\$ 9,501	\$ 9,501	\$ 9,501
Crestmark Finance	\$ 13,057	\$ 13,057	\$ 13,057	\$ 13,057	\$ 13,057	\$ 13,057	\$ 13,057	\$ 13,057	\$ 13,057	\$ 13,057	\$ 13,057	\$ 13,057
Deere & Company	\$ 1,306	\$ 1,306	\$ 1,306	\$ 1,306	\$ 1,306	\$ 1,306	\$ 1,306	\$ 1,306	\$ 1,306	\$ 1,306	\$ 1,306	\$ 1,306
Financial Pacific Leasing	\$ 1,642	\$ 1,642	\$ 1,642	\$ 1,642	\$ 1,642	\$ 1,642	\$ 1,642	\$ 1,642	\$ 1,642	\$ 1,642	\$ 1,642	\$ 1,642
Ford Credit	\$ 781	\$ 781	\$ 781	\$ 781	\$ 781	\$ 781	\$ 781	\$ 781	\$ 781	\$ 781	\$ 781	\$ 781
Komatsue Financial	14,900	14,900	14,900	14,900	14,900	14,900	14,900	14,900	14,900	14,900	14,900	14,900
Southwest Plumbing Contractual Agreement	-	-	-	-	-	-	-	-	-	-	-	-
Sterns Bank-637D	1,010	1,010	1,010	1,010	1,010	1,010	1,010	1,010	1,010	1,010	1,010	1,010
Sterns Bank-	3,122	3,122	3,122	3,122	3,122	3,122	3,122	3,122	3,122	3,122	3,122	3,122
US Small Business Administration	731	731	731	731	731	731	731	731	731	731	731	731
Total Secured Creditor Dispursments	\$ 102,448	\$ 102,448	\$ 102,448	\$ 102,448	\$ 102,448	\$ 102,448	\$ 102,448	\$ 102,448	\$ 102,448	\$ 102,448	\$ 102,448	\$ 102,448
Unsecured Creditor Disbursements												
Unsecured Creditor Unprotected Claims												
Other Unsecrued Crediotr Claims	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303
Total Unsecured Creditor Dispursments	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303
TOTAL Disbursements	\$ 513,880	\$ 492,694	\$ 603,968	\$ 603,968	\$ 687,141	\$ 830,155	\$ 830,155	\$ 863,299	\$ 863,299	\$ 1,087,670	\$ 1,153,340	\$ 1,072,539
Net change in Cash	\$ (58,558)	\$ (60,818)	\$ (48,948)	\$ (48,948)	\$ (40,076)	\$ (24,819)	\$ (24,819)	\$ (21,284)	\$ (21,284)	\$ 2,651	\$ 9,657	\$ (26,630)
Dip Financing												
Dispursments to Unsecured Creditors												
Ending Cash Balance****	\$ 245,931	\$ 185,113	\$ 136,165	\$ 87,216	\$ 47,141	\$ 22,322	\$ (2,498)	\$ (23,782)	\$ (45,065)	\$ (42,414)	\$ (32,757)	\$ (59,387)

SoNev Construction, LLC
Report of Cash Receipts and Disbursements
December 31, 2022

	January-24	February-24	March-24	April-24	May-24	June-24	July-24	August-24	September-24	October-24	November-24	December-24	Year 2024
Cash Basis													
Beginning Cash Balance	\$ (59,387)	\$ (94,384)	\$ (137,165)	\$ (186,953)	\$ (236,741)	\$ (184,813)	\$ (137,168)	\$ (89,523)	\$ (41,879)	\$ 5,764	\$ 53,406	\$ 101,046	\$ 140,513
Receipts													
Equipment Sale Proceeds (unencumbered)													
Receipts	\$ 1,128,356	\$ 1,033,356	\$ 947,856	\$ 947,856	\$ 947,856	\$ 895,606	\$ 895,606	\$ 895,606	\$ 895,606	\$ 895,606	\$ 895,606	\$ 795,856	\$ 11,174,776
DIP Financing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Retention 10%	\$ (112,836)	\$ (103,336)	\$ (94,786)	\$ (94,786)	\$ (94,786)	\$ (89,561)	\$ (89,561)	\$ (89,561)	\$ (89,561)	\$ (89,561)	\$ (89,561)	\$ (79,586)	\$ (1,117,478)
Contingency 10%	\$ (56,418)	\$ (51,668)	\$ (47,393)	\$ (47,393)	\$ (47,393)	\$ (44,780)	\$ (44,780)	\$ (44,780)	\$ (44,780)	\$ (44,780)	\$ (44,780)	\$ (39,793)	\$ (558,739)
Transfer In													
TOTAL Receipts	\$ 959,103	\$ 878,353	\$ 805,678	\$ 805,678	\$ 805,678	\$ 761,265	\$ 761,265	\$ 761,265	\$ 761,265	\$ 761,265	\$ 761,265	\$ 676,478	\$ 9,498,559
Project Disbursements													
Direct Labor	\$ 380,078	\$ 348,078	\$ 319,278	\$ 319,278	\$ 319,278	\$ 301,678	\$ 301,678	\$ 301,678	\$ 301,678	\$ 301,678	\$ 301,678	\$ 268,078	\$ 3,764,135
Bulk Fuel	\$ 71,265	\$ 65,265	\$ 59,865	\$ 59,865	\$ 59,865	\$ 56,565	\$ 56,565	\$ 56,565	\$ 56,565	\$ 56,565	\$ 56,565	\$ 50,265	\$ 705,775
Tractor & Trailer Repair & Maintenance	\$ 99,652	\$ 91,262	\$ 83,711	\$ 83,711	\$ 83,711	\$ 79,096	\$ 79,096	\$ 79,096	\$ 79,096	\$ 79,096	\$ 79,096	\$ 70,287	\$ 986,909
Equipment Repairs & Maintenance	\$ 340	\$ 311	\$ 286	\$ 286	\$ 286	\$ 270	\$ 270	\$ 270	\$ 270	\$ 270	\$ 270	\$ 240	\$ 3,366
Small Equipment & Tools (Expense)	\$ 50,517	\$ 46,264	\$ 42,436	\$ 42,436	\$ 42,436	\$ 40,097	\$ 40,097	\$ 40,097	\$ 40,097	\$ 40,097	\$ 40,097	\$ 35,631	\$ 500,298
Car & Truck	\$ 20,192	\$ 18,492	\$ 16,962	\$ 16,962	\$ 16,962	\$ 16,027	\$ 16,027	\$ 16,027	\$ 16,027	\$ 16,027	\$ 16,027	\$ 14,242	\$ 199,970
Contractors	\$ 14,609	\$ 13,379	\$ 12,272	\$ 12,272	\$ 12,272	\$ 11,596	\$ 11,596	\$ 11,596	\$ 11,596	\$ 11,596	\$ 11,596	\$ 10,304	\$ 144,684
Equipment Rental	\$ 142,529	\$ 130,529	\$ 119,729	\$ 119,729	\$ 119,729	\$ 113,129	\$ 113,129	\$ 113,129	\$ 113,129	\$ 113,129	\$ 113,129	\$ 100,529	\$ 1,411,551
Equipment Transportation	\$ 2,550	\$ 2,335	\$ 2,142	\$ 2,142	\$ 2,142	\$ 2,024	\$ 2,024	\$ 2,024	\$ 2,024	\$ 2,024	\$ 2,024	\$ 1,799	\$ 25,254
Job Supplies	\$ 10,094	\$ 9,244	\$ 8,480	\$ 8,480	\$ 8,480	\$ 8,012	\$ 8,012	\$ 8,012	\$ 8,012	\$ 8,012	\$ 8,012	\$ 7,120	\$ 99,970
Permits	\$ 535	\$ 490	\$ 449	\$ 449	\$ 449	\$ 424	\$ 424	\$ 424	\$ 424	\$ 424	\$ 424	\$ 377	\$ 5,294
Total Project Disbursements	792,360	725,649	665,608	665,608	665,608	628,917	628,917	628,917	628,917	628,917	628,917	558,870	7,847,206
Operating Disbursements													
Bank Charges & Fees	549	502	461	461	461	435	435	435	435	435	435	387	5,433
Dues & Subscriptions	1,557	1,426	1,308	1,308	1,308	1,236	1,236	1,236	1,236	1,236	1,236	1,098	15,418
Recruiting and Retention	160	147	134	134	134	127	127	127	127	127	127	113	1,585
Rent & Lease	6,434	5,892	5,405	5,405	5,405	5,107	5,107	5,107	5,107	5,107	5,107	4,538	63,719
Utilities	6,572	6,019	5,521	5,521	5,521	5,216	5,216	5,216	5,216	5,216	5,216	4,635	65,085
Shipping, Freight & Delivery	2	2	2	2	2	2	2	2	2	2	2	2	23
Taxes & Licenses	1,748	1,601	1,468	1,468	1,468	1,387	1,387	1,387	1,387	1,387	1,387	1,233	17,312
Training	286	262	240	240	240	227	227	227	227	227	227	202	2,831
Health Insurance - 1001	7,107	6,509	5,970	5,970	5,970	5,641	5,641	5,641	5,641	5,641	5,641	5,013	70,389
Insurance	30,644	28,064	25,742	25,742	25,742	24,323	24,323	24,323	24,323	24,323	24,323	21,614	303,483
Interest Charge	1,887	1,728	1,585	1,585	1,585	1,498	1,498	1,498	1,498	1,498	1,498	1,331	18,690
Office Supplies & Software	1,677	1,536	1,409	1,409	1,409	1,331	1,331	1,331	1,331	1,331	1,331	1,183	16,609
Penalties	858	785	720	720	720	681	681	681	681	681	681	605	8,493
Legal & Professional Services	13,394	12,266	11,251	11,251	11,251	10,631	10,631	10,631	10,631	10,631	10,631	9,447	132,645
Meal & Lodging	594	544	499	499	499	471	471	471	471	471	471	419	5,881
Travel	824	755	692	692	692	654	654	654	654	654	654	581	8,160
Total Operating Costs	\$ 74,292	\$ 68,037	\$ 62,408	\$ 62,408	\$ 62,408	\$ 58,967	\$ 58,967	\$ 58,967	\$ 58,967	\$ 58,967	\$ 58,967	\$ 52,400	\$ 735,757
Capex	\$ 25,000	\$ 25,000	\$ 25,001	\$ 25,002	\$ 25,003	\$ 25,004	\$ 25,005	\$ 25,006	\$ 25,007	\$ 25,008	\$ 25,009	\$ 25,010	\$ 25,011
Secured Creditor Payments													
Advantage Leasing	\$ 1,372	\$ 1,372	\$ 1,372	\$ 1,372									
Amur GPS System	\$ 3,544	\$ 3,544	\$ 3,544	\$ 3,544									
Balboa Capital	\$ 942	\$ 942	\$ 942	\$ 942									
Bill Miller -D10N Dozer	\$ 12,800	\$ 12,800	\$ 12,800	\$ 12,800									
Bill Miller -773G	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000									
Bill Miller -PC360	\$ 9,240	\$ 9,240	\$ 9,240	\$ 9,240									
Bill Miller- PC360 6147	\$ 8,500	\$ 8,500	\$ 8,500	\$ 8,500									
Caterpillar Financial Services	\$ 9,501	\$ 9,501	\$ 9,501	\$ 9,501									
Crestmark Finance	\$ 13,057	\$ 13,057	\$ 13,057	\$ 13,057									
Deere & Company	\$ 1,306	\$ 1,306	\$ 1,306	\$ 1,306									
Financial Pacific Leasing	\$ 1,642	\$ 1,642	\$ 1,642	\$ 1,642									
Ford Credit	\$ 781	\$ 781	\$ 781	\$ 781									
Komatsue Financial	14,900	14,900	14,900	14,900									
Southwest Plumbing Contractual Agreement	-	-	-	-									
Sterns Bank-637D	1,010	1,010	1,010	1,010									
Sterns Bank-	3,122	3,122	3,122	3,122									
US Small Business Administration	731	731	731	731	731	731	731	731	731	731	731	731	731
Total Secured Creditor Dispsurements	\$ 102,448	\$ 102,448	\$ 102,448	\$ 102,448	\$ 731	\$ 731	\$ 731	\$ 731	\$ 731	\$ 731	\$ 731	\$ 731	\$ 731
Unsecured Creditor Disbursements													
Unsecured Creditor Unprotected Claims													
Other Unsecrued Crediotr Claims	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303
Total Unsecured Creditor Dispsurements	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303
TOTAL Disbursements	\$ 994,100	\$ 921,134	\$ 855,465	\$ 855,466	\$ 753,750	\$ 713,620	\$ 713,621	\$ 713,622	\$ 713,623	\$ 713,624	\$ 713,625	\$ 637,011	\$ 8,608,705
Net change in Cash	\$ (34,997)	\$ (42,781)	\$ (49,787)	\$ (49,788)	\$ 51,928	\$ 47,646	\$ 47,645	\$ 47,644	\$ 47,643	\$ 47,642	\$ 47,641	\$ 39,467	\$ 889,854
Dip Financing													
Dispsurements to Unsecured Creditors													
Ending Cash Balance****	\$ (94,384)	\$ (137,165)	\$ (186,953)	\$ (236,741)	\$ (184,813)	\$ (137,168)	\$ (89,523)	\$ (41,879)	\$ 5,764	\$ 53,406	\$ 101,046	\$ 140,513	\$ 1,030,368

SoNev Construction, LLC
Report of Cash Receipts and Disbursements
December 31, 2022

	January-25	February-25	March-25	April-25	May-25	June-25	July-25	August-25	September-25	October-25	November-25	December-25
Cash Basis												
Beginning Cash Balance	\$ 140,513	\$ 190,836	\$ 235,126	\$ 296,157	\$ 354,709	\$ 412,053	\$ 443,049	\$ 474,043	\$ 613,267	\$ 807,106	\$ 987,549	\$ 1,137,745
Receipts												
Equipment Sale Proceeds (unencumbered)												
Receipts	\$ 928,381	\$ 854,756	\$ 1,059,088	\$ 1,028,850	\$ 1,014,125	\$ 692,550	\$ 692,550	\$ 906,775	\$ 1,206,975	\$ 1,133,350	\$ 967,100	\$ 843,600
DIP Financing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Retention 10%	\$ (92,838)	\$ (85,476)	\$ (105,909)	\$ (102,885)	\$ (101,413)	\$ (69,255)	\$ (69,255)					
Contingency 10%	\$ (46,419)	\$ (42,738)	\$ (52,954)	\$ (51,443)	\$ (50,706)	\$ (34,628)	\$ (34,628)	\$ (45,339)	\$ (60,349)	\$ (56,668)	\$ (48,355)	\$ (42,180)
Transfer In												
TOTAL Receipts	\$ 789,124	\$ 726,543	\$ 900,224	\$ 874,523	\$ 862,006	\$ 588,668	\$ 588,668	\$ 861,436	\$ 1,146,626	\$ 1,076,683	\$ 918,745	\$ 801,420
Project Disbursements												
Direct Labor	\$ 312,718	\$ 287,918	\$ 356,745	\$ 346,560	\$ 341,600	\$ 233,280	\$ 233,280	\$ 305,440	\$ 406,560	\$ 381,760	\$ 325,760	\$ 284,160
Bulk Fuel	\$ 58,635	\$ 53,985	\$ 66,890	\$ 64,980	\$ 64,050	\$ 43,740	\$ 43,740	\$ 57,270	\$ 76,230	\$ 71,580	\$ 61,080	\$ 53,280
Tractor & Trailer Repair & Maintenance	\$ 81,991	\$ 75,488	\$ 93,534	\$ 90,864	\$ 89,563	\$ 61,163	\$ 61,163	\$ 80,083	\$ 106,595	\$ 100,093	\$ 85,410	\$ 74,503
Equipment Repairs & Maintenance	\$ 280	\$ 257	\$ 319	\$ 310	\$ 305	\$ 209	\$ 209	\$ 273	\$ 364	\$ 341	\$ 291	\$ 254
Small Equipment & Tools (Expense)	\$ 41,564	\$ 38,268	\$ 47,416	\$ 46,062	\$ 45,403	\$ 31,006	\$ 31,006	\$ 40,597	\$ 54,037	\$ 50,740	\$ 43,297	\$ 37,768
Car & Truck	\$ 16,613	\$ 15,296	\$ 18,952	\$ 18,411	\$ 18,148	\$ 12,393	\$ 12,393	\$ 16,227	\$ 21,599	\$ 20,281	\$ 17,306	\$ 15,096
Contractors	\$ 12,020	\$ 11,067	\$ 13,712	\$ 13,321	\$ 13,130	\$ 8,967	\$ 8,967	\$ 11,740	\$ 15,627	\$ 14,674	\$ 12,521	\$ 10,922
Equipment Rental	\$ 117,269	\$ 107,969	\$ 133,779	\$ 129,960	\$ 128,100	\$ 87,480	\$ 87,480	\$ 114,540	\$ 152,460	\$ 143,160	\$ 122,160	\$ 106,560
Equipment Transportation	\$ 2,098	\$ 1,932	\$ 2,393	\$ 2,325	\$ 2,292	\$ 1,565	\$ 1,565	\$ 2,049	\$ 2,728	\$ 2,561	\$ 2,186	\$ 1,906
Job Supplies	\$ 8,305	\$ 7,647	\$ 9,475	\$ 9,204	\$ 9,072	\$ 6,196	\$ 6,196	\$ 8,112	\$ 10,798	\$ 10,139	\$ 8,652	\$ 7,547
Permits	\$ 440	\$ 405	\$ 502	\$ 487	\$ 480	\$ 328	\$ 328	\$ 430	\$ 572	\$ 537	\$ 458	\$ 400
Total Project Disbursements	651,933	600,231	743,718	722,484	712,144	486,326	486,326	636,760	847,568	795,867	679,122	592,397
Operating Disbursements												
Bank Charges & Fees	451	416	515	500	493	337	337	441	587	551	470	410
Dues & Subscriptions	1,281	1,179	1,461	1,420	1,399	956	956	1,251	1,665	1,564	1,334	1,164
Recruiting and Retention	132	121	150	146	144	98	98	129	171	161	137	120
Rent & Lease	5,294	4,874	6,039	5,867	5,783	3,949	3,949	5,170	6,882	6,462	5,514	4,810
Utilities	5,407	4,978	6,168	5,992	5,907	4,034	4,034	5,281	7,030	6,601	5,633	4,913
Shipping, Freight & Delivery	2	2	2	2	2	1	1	2	2	2	2	2
Taxes & Licenses	1,438	1,324	1,641	1,594	1,571	1,073	1,073	1,405	1,870	1,756	1,498	1,307
Training	235	217	268	261	257	175	175	230	306	287	245	214
Health Insurance - 1001	5,848	5,384	6,671	6,481	6,388	4,362	4,362	5,712	7,603	7,139	6,092	5,314
Insurance	25,213	23,213	28,763	27,941	27,542	18,808	18,808	24,626	32,779	30,779	26,264	22,910
Interest Charge	1,553	1,430	1,771	1,721	1,696	1,158	1,158	1,517	2,019	1,896	1,618	1,411
Office Supplies & Software	1,380	1,270	1,574	1,529	1,507	1,029	1,029	1,348	1,794	1,685	1,437	1,254
Penalties	706	650	805	782	771	526	526	689	917	861	735	641
Legal & Professional Services	11,020	10,146	12,571	12,213	12,038	8,221	8,221	10,763	14,327	13,453	11,480	10,014
Meal & Lodging	489	450	557	542	534	365	365	477	635	597	509	444
Travel	678	624	773	751	740	506	506	662	881	828	706	616
Total Operating Costs	\$ 61,125	\$ 56,278	\$ 69,731	\$ 67,740	\$ 66,771	\$ 45,598	\$ 45,598	\$ 59,703	\$ 79,468	\$ 74,621	\$ 63,675	\$ 55,543
Capex	\$ 25,012	\$ 25,013	\$ 25,014	\$ 25,015	\$ 25,016	\$ 25,017	\$ 25,018	\$ 25,019	\$ 25,020	\$ 25,021	\$ 25,022	\$ 25,000
Secured Creditor Payments												
Advantage Leasing												
Amur GPS System												
Balboa Capital												
Bill Miller -D10N Dozer												
Bill Miller -773G												
Bill Miller -PC360												
Bill Miller- PC360 6147												
Caterpillar Financial Services												
Crestmark Finance												
Deere & Company												
Financial Pacific Leasing												
Ford Credit												
Komatsue Financial												
Southwest Plumbing Contractual Agreement												
Sterns Bank-637D												
Sterns Bank-												
US Small Business Administration	731	731	731	731	731	731	731	731	731	731	731	731
Total Secured Creditor Dispsurements	\$ 731	\$ 731	\$ 731	\$ 731	\$ 731	\$ 731	\$ 731	\$ 731	\$ 731	\$ 731	\$ 731	\$ 731
Unsecured Creditor Disbursements												
Unsecured Creditor Unprofected Claims	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303
Other Unsecrued Crediotr Claims	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303
Total Unsecured Creditor Dispsurements	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303
TOTAL Disbursements	\$ 738,801	\$ 682,253	\$ 839,194	\$ 815,970	\$ 804,662	\$ 557,672	\$ 557,673	\$ 722,213	\$ 952,787	\$ 896,239	\$ 768,549	\$ 673,671
Net change in Cash	\$ 50,323	\$ 44,290	\$ 61,030	\$ 58,552	\$ 57,345	\$ 30,996	\$ 30,995	\$ 139,223	\$ 193,839	\$ 180,443	\$ 150,196	\$ 127,749
Dip Financing												
Dispsurements to Unsecured Creditors												
Ending Cash Balance****	\$ 190,836	\$ 235,126	\$ 296,157	\$ 354,709	\$ 412,053	\$ 443,049	\$ 474,043	\$ 613,267	\$ 807,106	\$ 987,549	\$ 1,137,745	\$ 1,265,493

SoNev Construction, LLC
Report of Cash Receipts and Disbursements
December 31, 2022

	January-26	February-26	March-26	April-26	May-26	June-26	July-26	August-26	September-26	October-26	November-26	December-26	Year 2026
Cash Basis													
Beginning Cash Balance	\$ 1,265,493	\$ 1,386,328	\$ 1,535,250	\$ 1,690,220	\$ 1,852,104	\$ 2,013,989	\$ 2,165,873	\$ 2,317,757	\$ 2,488,567	\$ 2,614,093	\$ 2,739,619	\$ 2,830,578	\$ 2,966,734
Receipts													
Equipment Sale Proceeds (unencumbered)													
Receipts	\$ 805,600	\$ 959,975	\$ 993,225	\$ 1,031,225	\$ 1,031,225	\$ 1,031,225	\$ 1,031,225	\$ 1,135,250	\$ 886,350	\$ 886,350	\$ 696,350	\$ 944,775	\$ 11,432,775
DIP Financing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Retention 10%													
Contingency 10%	\$ (40,280)	\$ (47,999)	\$ (49,661)	\$ (51,561)	\$ (51,561)	\$ (51,561)	\$ (51,561)	\$ (56,763)	\$ (44,318)	\$ (44,318)	\$ (34,818)	\$ (47,239)	\$ (571,639)
Transfer In													
TOTAL Receipts	\$ 765,320	\$ 911,976	\$ 943,564	\$ 979,664	\$ 979,664	\$ 979,664	\$ 979,664	\$ 1,078,488	\$ 842,033	\$ 842,033	\$ 661,533	\$ 897,536	\$ 10,861,136
Project Disbursements													
Direct Labor	\$ 271,360	\$ 323,360	\$ 334,560	\$ 347,360	\$ 347,360	\$ 347,360	\$ 347,360	\$ 382,400	\$ 298,560	\$ 298,560	\$ 234,560	\$ 318,240	\$ 3,851,040
Bulk Fuel	\$ 50,880	\$ 60,630	\$ 62,730	\$ 65,130	\$ 65,130	\$ 65,130	\$ 65,130	\$ 71,700	\$ 55,980	\$ 55,980	\$ 43,980	\$ 59,670	\$ 722,070
Tractor & Trailer Repair & Maintenance	\$ 71,147	\$ 84,781	\$ 87,717	\$ 91,073	\$ 91,073	\$ 91,073	\$ 91,073	\$ 100,261	\$ 78,279	\$ 78,279	\$ 61,499	\$ 83,439	\$ 1,009,695
Equipment Repairs & Maintenance	\$ 243	\$ 289	\$ 299	\$ 311	\$ 311	\$ 311	\$ 311	\$ 342	\$ 267	\$ 267	\$ 210	\$ 285	\$ 3,444
Small Equipment & Tools (Expense)	\$ 36,067	\$ 42,978	\$ 44,467	\$ 46,168	\$ 46,168	\$ 46,168	\$ 46,168	\$ 50,826	\$ 39,682	\$ 39,682	\$ 31,176	\$ 42,298	\$ 511,849
Car & Truck	\$ 14,416	\$ 17,179	\$ 17,774	\$ 18,454	\$ 18,454	\$ 18,454	\$ 18,454	\$ 20,315	\$ 15,861	\$ 15,861	\$ 12,461	\$ 16,907	\$ 204,587
Contractors	\$ 10,430	\$ 12,429	\$ 12,860	\$ 13,352	\$ 13,352	\$ 13,352	\$ 13,352	\$ 14,699	\$ 11,476	\$ 11,476	\$ 9,016	\$ 12,232	\$ 148,024
Equipment Rental	\$ 101,760	\$ 121,260	\$ 125,460	\$ 130,260	\$ 130,260	\$ 130,260	\$ 130,260	\$ 143,400	\$ 111,960	\$ 111,960	\$ 87,960	\$ 119,340	\$ 1,444,140
Equipment Transportation	\$ 1,821	\$ 2,169	\$ 2,245	\$ 2,330	\$ 2,330	\$ 2,330	\$ 2,330	\$ 2,566	\$ 2,003	\$ 2,003	\$ 1,574	\$ 2,135	\$ 25,837
Job Supplies	\$ 7,207	\$ 8,588	\$ 8,885	\$ 9,225	\$ 9,225	\$ 9,225	\$ 9,225	\$ 10,156	\$ 7,929	\$ 7,929	\$ 6,230	\$ 8,452	\$ 102,278
Permits	\$ 382	\$ 455	\$ 471	\$ 489	\$ 489	\$ 489	\$ 489	\$ 538	\$ 420	\$ 420	\$ 330	\$ 448	\$ 5,416
Total Project Disbursements	565,712	674,118	697,467	724,152	724,152	724,152	724,152	797,201	622,417	622,417	488,994	663,445	8,028,380
Operating Disbursements													
Bank Charges & Fees	392	467	483	501	501	501	501	552	431	431	339	459	5,558
Dues & Subscriptions	1,112	1,325	1,370	1,423	1,423	1,423	1,423	1,566	1,223	1,223	961	1,304	15,774
Recruiting and Retention	114	136	141	146	146	146	146	161	126	126	99	134	1,622
Rent & Lease	4,594	5,474	5,663	5,880	5,880	5,880	5,880	6,473	5,054	5,054	3,971	5,387	65,190
Utilities	4,692	5,591	5,785	6,006	6,006	6,006	6,006	6,612	5,162	5,162	4,056	5,503	66,587
Shipping, Freight & Delivery	2	2	2	2	2	2	2	2	2	2	1	2	23
Taxes & Licenses	1,248	1,487	1,539	1,598	1,598	1,598	1,598	1,759	1,373	1,373	1,079	1,464	17,711
Training	204	243	252	261	261	261	261	288	225	225	176	239	2,896
Health Insurance - 1001	5,074	6,047	6,256	6,496	6,496	6,496	6,496	7,151	5,583	5,583	4,386	5,951	72,014
Insurance	21,878	26,071	26,974	28,006	28,006	28,006	28,006	30,831	24,071	24,071	18,911	25,658	310,490
Interest Charge	1,347	1,606	1,661	1,725	1,725	1,725	1,725	1,899	1,482	1,482	1,165	1,580	19,122
Office Supplies & Software	1,197	1,427	1,476	1,533	1,533	1,533	1,533	1,687	1,317	1,317	1,035	1,404	16,993
Penalties	612	730	755	784	784	784	784	863	674	674	529	718	8,689
Legal & Professional Services	9,563	11,395	11,790	12,241	12,241	12,241	12,241	13,475	10,521	10,521	8,266	11,215	135,708
Meal & Lodging	424	505	523	543	543	543	543	598	467	467	367	497	6,017
Travel	588	701	725	753	753	753	753	829	647	647	508	690	8,348
Total Operating Costs	\$ 53,041	\$ 63,206	\$ 65,395	\$ 67,897	\$ 67,897	\$ 67,897	\$ 67,897	\$ 74,746	\$ 58,358	\$ 58,358	\$ 45,848	\$ 62,205	\$ 752,744
Capex	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000
Secured Creditor Payments													
Advantage Leasing													
Amur GPS System													
Balboa Capital													
Bill Miller -D10N Dozer													
Bill Miller -773G													
Bill Miller -PC360													
Bill Miller- PC360 6147													
Caterpillar Financial Services													
Crestmark Finance													
Deere & Company													
Financial Pacific Leasing													
Ford Credit													
Komatsue Financial													
Southwest Plumbing Contractual Agreement													
Sterns Bank-637D													
Sterns Bank-													
US Small Business Administration	731	731	731	731	731	731	731	731	731	731	731	731	731
Total Secured Creditor Dispsurements	\$ 731	\$ 731	\$ 731	\$ 731	\$ 731	\$ 731	\$ 731	\$ 731	\$ 731	\$ 731	\$ 731	\$ 731	\$ 731
Unsecured Creditor Disbursements													
Unsecured Creditor Unprotected Claims													
Other Unsecurued Crediotr Claims	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303
Total Unsecured Creditor Dispsurements	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303
TOTAL Disbursements	\$ 644,485	\$ 763,055	\$ 788,593	\$ 817,780	\$ 817,780	\$ 827,780	\$ 827,780	\$ 907,678	\$ 716,506	\$ 716,506	\$ 570,574	\$ 761,380	\$ 8,816,854
Net change in Cash	\$ 120,835	\$ 148,921	\$ 154,971	\$ 161,884	\$ 161,884	\$ 151,884	\$ 151,884	\$ 170,810	\$ 125,526	\$ 125,526	\$ 90,959	\$ 136,156	\$ 2,044,282
Dip Financing													
Dispsurements to Unsecured Creditors													
Ending Cash Balance****	\$ 1,386,328	\$ 1,535,250	\$ 1,690,220	\$ 1,852,104	\$ 2,013,989	\$ 2,165,873	\$ 2,317,757	\$ 2,488,567	\$ 2,614,093	\$ 2,739,619	\$ 2,830,578	\$ 2,966,734	\$ 5,011,016

SoNev Construction, LLC
Report of Cash Receipts and Disbursements
December 31, 2022

	January-27	February-27	March-27	April-27	May-27	June-27	July-27	August-27	September-27	October-27	November-27	December-27
Cash Basis												
Beginning Cash Balance	\$ 2,966,734	\$ 3,175,827	\$ 3,383,020	\$ 3,546,138	\$ 3,697,936	\$ 3,835,906	\$ 3,989,000	\$ 4,142,094	\$ 4,285,188	\$ 4,435,196	\$ 4,521,685	\$ 4,558,916
Receipts												
Equipment Sale Proceeds (unencumbered)												
Receipts	\$ 1,345,675	\$ 1,335,225	\$ 1,092,975	\$ 1,030,750	\$ 954,750	\$ 1,037,875	\$ 1,037,875	\$ 1,037,875	\$ 1,075,875	\$ 726,750	\$ 456,000	\$ 574,750
DIP Financing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Retention 10%												
Contingency 10%	\$ (67,284)	\$ (66,761)	\$ (54,649)	\$ (51,538)	\$ (47,738)	\$ (51,894)	\$ (51,894)	\$ (51,894)	\$ (53,794)	\$ (36,338)	\$ (22,800)	\$ (28,738)
Transfer In												
TOTAL Receipts	\$ 1,278,391	\$ 1,268,464	\$ 1,038,326	\$ 979,213	\$ 907,013	\$ 985,981	\$ 985,981	\$ 985,981	\$ 1,022,081	\$ 690,413	\$ 433,200	\$ 546,013
Project Disbursements												
Direct Labor	\$ 453,280	\$ 449,760	\$ 368,160	\$ 347,200	\$ 321,600	\$ 349,600	\$ 349,600	\$ 349,600	\$ 362,400	\$ 244,800	\$ 153,600	\$ 193,600
Bulk Fuel	\$ 84,990	\$ 84,330	\$ 69,030	\$ 65,100	\$ 60,300	\$ 65,550	\$ 65,550	\$ 65,550	\$ 67,950	\$ 45,900	\$ 28,800	\$ 36,300
Tractor & Trailer Repair & Maintenance	\$ 118,844	\$ 117,921	\$ 96,527	\$ 91,032	\$ 84,320	\$ 91,661	\$ 91,661	\$ 91,661	\$ 95,017	\$ 64,184	\$ 40,272	\$ 50,760
Equipment Repairs & Maintenance	\$ 405	\$ 402	\$ 329	\$ 310	\$ 288	\$ 313	\$ 313	\$ 313	\$ 324	\$ 219	\$ 137	\$ 173
Small Equipment & Tools (Expense)	\$ 60,246	\$ 59,778	\$ 48,933	\$ 46,147	\$ 42,744	\$ 46,466	\$ 46,466	\$ 46,466	\$ 48,167	\$ 32,537	\$ 20,415	\$ 25,732
Car & Truck	\$ 24,081	\$ 23,894	\$ 19,559	\$ 18,445	\$ 17,085	\$ 18,573	\$ 18,573	\$ 18,573	\$ 19,253	\$ 13,005	\$ 8,160	\$ 10,285
Contractors	\$ 17,423	\$ 17,288	\$ 14,151	\$ 13,346	\$ 12,362	\$ 13,438	\$ 13,438	\$ 13,438	\$ 13,930	\$ 9,410	\$ 5,904	\$ 7,442
Equipment Rental	\$ 169,980	\$ 168,660	\$ 138,060	\$ 130,200	\$ 120,600	\$ 131,100	\$ 131,100	\$ 131,100	\$ 135,900	\$ 91,800	\$ 57,600	\$ 72,600
Equipment Transportation	\$ 3,041	\$ 3,018	\$ 2,470	\$ 2,329	\$ 2,158	\$ 2,346	\$ 2,346	\$ 2,346	\$ 2,431	\$ 1,642	\$ 1,031	\$ 1,299
Job Supplies	\$ 12,038	\$ 11,945	\$ 9,778	\$ 9,221	\$ 8,541	\$ 9,285	\$ 9,285	\$ 9,285	\$ 9,625	\$ 6,502	\$ 4,079	\$ 5,142
Permits	\$ 638	\$ 633	\$ 518	\$ 488	\$ 452	\$ 492	\$ 492	\$ 492	\$ 510	\$ 344	\$ 216	\$ 272
Total Project Disbursements	944,967	937,628	767,514	723,818	670,449	728,822	728,822	728,822	755,506	510,342	320,215	403,604
Operating Disbursements												
Bank Charges & Fees	654	649	531	501	464	505	505	505	523	353	222	279
Dues & Subscriptions	1,857	1,842	1,508	1,422	1,317	1,432	1,432	1,432	1,484	1,003	629	793
Recruiting and Retention	191	189	155	146	135	147	147	147	153	103	65	82
Rent & Lease	7,673	7,613	6,232	5,877	5,444	5,918	5,918	5,918	6,135	4,144	2,600	3,277
Utilities	7,838	7,777	6,366	6,003	5,561	6,045	6,045	6,045	6,266	4,233	2,656	3,347
Shipping, Freight & Delivery	3	3	2	2	2	2	2	2	2	1	1	1
Taxes & Licenses	2,085	2,068	1,693	1,597	1,479	1,608	1,608	1,608	1,667	1,126	706	890
Training	341	338	277	261	242	263	263	263	273	184	116	146
Health Insurance - 1001	8,476	8,411	6,885	6,493	6,014	6,538	6,538	6,538	6,777	4,578	2,872	3,620
Insurance	36,546	36,262	29,683	27,993	25,929	28,187	28,187	28,187	29,219	19,737	12,384	15,609
Interest Charge	2,251	2,233	1,828	1,724	1,597	1,736	1,736	1,736	1,799	1,216	763	961
Office Supplies & Software	2,000	1,985	1,625	1,532	1,419	1,543	1,543	1,543	1,599	1,080	678	854
Penalties	1,023	1,015	831	783	726	789	789	789	818	552	347	437
Legal & Professional Services	15,973	15,849	12,974	12,235	11,333	12,320	12,320	12,320	12,771	8,627	5,413	6,822
Meal & Lodging	708	703	575	543	503	546	546	546	566	383	240	303
Travel	983	975	798	753	697	758	758	758	786	531	333	420
Total Operating Costs	\$ 88,600	\$ 87,912	\$ 71,962	\$ 67,865	\$ 62,862	\$ 68,335	\$ 68,335	\$ 68,335	\$ 70,837	\$ 47,850	\$ 30,023	\$ 37,842
Capex	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000	\$ 45,000
Secured Creditor Payments												
Advantage Leasing												\$ 35,679.54
Amur GPS System												\$ 92,154.92
Balboa Capital												\$ 24,491.22
Bill Miller -D10N Dozer												\$ 332,800.00
Bill Miller -773G												\$ 520,000.00
Bill Miller -PC360												\$ 240,242.34
Bill Miller- PC360 6147												\$ 221,000.00
Caterpillar Financial Services												\$ 247,027.04
Crestmark Finance												\$ 339,488.50
Deere & Company												\$ 33,963.54
Financial Pacific Leasing												\$ 42,680.04
Ford Credit												\$ 20,296.38
Komatsue Financial												\$ 387,394.02
Southwest Plumbing Contractual Agreement												\$ -
Sterns Bank-637D												\$ 26,249.60
Sterns Bank-												\$ 81,181.62
US Small Business Administration	731	731	731	731	731	731	731	731	731	731	731	731
Total Secured Creditor Dispsurements	\$ 731	\$ 731	\$ 731	\$ 731	\$ 731	\$ 731	\$ 731	\$ 731	\$ 731	\$ 731	\$ 731	\$ 731
Unsecured Creditor Disbursements												
Unsecured Creditor Unprotected Claims												
Other Unsecrued Crediotr Claims	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303
Total Unsecured Creditor Dispsurements	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303	\$ 5,265,303
TOTAL Disbursements	\$ 1,069,298	\$ 1,061,272	\$ 875,208	\$ 827,415	\$ 769,042	\$ 832,887	\$ 832,887	\$ 842,887	\$ 872,074	\$ 603,923	\$ 395,969	\$ 487,177
Net change in Cash	\$ 209,093	\$ 207,192	\$ 163,119	\$ 151,798	\$ 137,971	\$ 153,094	\$ 153,094	\$ 143,094	\$ 150,007	\$ 86,490	\$ 37,231	\$ 58,836
Dip Financing												
Dispsurements to Unsecured Creditors												
Ending Cash Balance****	\$ 3,175,827	\$ 3,383,020	\$ 3,546,138	\$ 3,697,936	\$ 3,835,906	\$ 3,989,000	\$ 4,142,094	\$ 4,285,188	\$ 4,435,196	\$ 4,521,685	\$ 4,558,916	\$ 4,617,752

SoNeV Construction, LLC						
Income Statement						
	FY 2022	Year 2023	Year 2024	Year 2025	Year 2026	Year 2027
Sales Revenue						
Project Revenue	\$11,410,565	\$11,440,536	\$11,762,922	\$11,924,316	\$12,034,500	\$12,322,500
Project Retention	-\$391,706	-\$572,027	-\$588,146	-\$596,216	-\$601,725	-\$616,125
Total Revenue	\$11,018,859	\$10,868,509	\$11,174,776	\$11,328,100	\$11,432,775	\$11,706,375
Cost of Projects						
Direct Labor	\$3,756,163	\$3,660,972	\$3,764,135	\$3,815,781	\$3,851,040	\$3,943,200
Bulk Fuel	\$835,940	\$686,432	\$705,775	\$715,459	\$722,070	\$739,350
Tractor & Trailer Repair & Maintenance	\$437,233	\$486,587	\$986,909	\$1,000,450	\$1,009,695	\$1,033,858
Equipment Repairs & Maintenance	\$929,579	\$959,861	\$3,366	\$3,412	\$3,444	\$3,526
Small Equipment & Tools (Expense)	\$3,288	\$3,274	\$500,298	\$507,163	\$511,849	\$524,098
Car & Truck	\$132,397	\$194,489	\$199,970	\$202,713	\$204,587	\$209,483
Contractors	\$184,707	\$140,719	\$144,684	\$146,669	\$148,024	\$151,567
Equipment Rental	\$1,538,892	\$1,372,864	\$1,411,551	\$1,430,918	\$1,444,140	\$1,478,700
Equipment Transportation	\$25,133	\$24,562	\$25,254	\$25,601	\$25,837	\$26,455
Job Supplies	\$153,939	\$97,230	\$99,970	\$101,342	\$102,278	\$104,726
Permits	\$13,803	\$5,149	\$5,294	\$5,367	\$5,416	\$5,546
Total Cost of Project	\$8,011,075	\$7,632,138	\$7,847,206	\$7,954,874	\$8,028,380	\$8,220,508
Gross Profit	\$3,007,784	\$3,236,371	\$3,327,570	\$3,373,226	\$3,404,395	\$3,485,867
Operating Expenses						
Bank Charges & Fees	\$12,900	\$5,284	\$5,433	\$5,507	\$5,558	\$5,558
Dues & Subscriptions	\$16,181	\$14,996	\$15,418	\$15,630	\$15,774	\$15,774
Recruiting and Retention	\$1,867	\$1,542	\$1,585	\$1,607	\$1,622	\$1,622
Rent & Lease	\$118,960	\$61,972	\$63,719	\$64,593	\$65,190	\$65,190
Utilities	\$64,075	\$63,301	\$65,085	\$65,978	\$66,587	\$66,587
Shipping, Freight & Delivery	\$3,062	\$22	\$23	\$23	\$23	\$23
Taxes & Licenses	\$34,813	\$16,837	\$17,312	\$17,549	\$17,711	\$17,711
Training	\$2,501	\$2,753	\$2,831	\$2,870	\$2,896	\$2,896
Health Insurance - 1001	\$151,677	\$68,460	\$70,389	\$71,355	\$72,014	\$72,014
Insurance	\$353,619	\$295,166	\$303,483	\$307,647	\$310,490	\$310,490
Interest Charge	\$27,071	\$18,178	\$18,690	\$18,947	\$19,122	\$19,122
Office Supplies & Software	\$16,251	\$16,154	\$16,609	\$16,837	\$16,993	\$16,993
Penalties	\$8,297	\$8,260	\$8,493	\$8,610	\$8,689	\$8,689
Legal & Professional Services	\$133,616	\$129,010	\$132,645	\$134,465	\$135,708	\$135,708
Meal & Lodging	\$5,406	\$5,720	\$5,881	\$5,962	\$6,017	\$6,017
Travel	\$7,726	\$7,936	\$8,160	\$8,272	\$8,348	\$8,348
Depreciation	\$456,563	\$715,592	\$735,757	\$745,852	\$752,744	\$752,744
Total Operating Costs	\$1,414,585	\$1,431,184	\$1,471,514	\$1,491,704	\$1,505,487	\$1,505,487
OPE Margin%	12.84%	13.17%	13.17%	13.17%	13.17%	12.86%
Operating Profit	\$1,593,200	\$1,805,187	\$1,856,056	\$1,881,522	\$1,898,908	\$1,980,379
Interest Cost	\$27,071	\$18,178	\$18,690	\$18,947	\$19,122	\$19,122
Other Income						
Net Profit Before Tax	\$1,566,129	\$1,787,009	\$1,837,366	\$1,862,576	\$1,879,786	\$1,961,258
PBT Margin%	14.21%	16.44%	16.44%	16.44%	16.44%	16.75%
Taxation	\$360,210	\$411,012	\$422,594	\$428,392	\$432,351	\$451,089
Net Profit After Tax	\$1,205,919	\$1,375,997	\$1,414,772	\$1,434,183	\$1,447,435	\$1,510,168
NP Margin%	10.94%	12.66%	12.66%	12.66%	12.66%	12.90%
EBIDTA	\$2,049,762	\$2,520,779	\$2,591,813	\$2,627,374	\$2,651,652	\$2,733,123
EBITDA Margin%	18.60%	23.19%	23.19%	23.19%	23.19%	23.35%

|

PROJECTS REVENUE WATERFALL

Project %					Project Completion						Total
Project Description	Location	Contract Value	Complete	Remaining	Year 2022	Year 2023	Year 2024	Year 2025	Year 2026	Year 2027	%
SLC Crushing (change order)		\$250,000	95%	5%	100%	0%	0%	0%	0%	0%	100%
SLC Crushing (wadsworth project 2)		\$490,000	0%	100%	50%	50%	0%	0%	0%	0%	100%
Cairn Point Apartments		\$1,188,860	75%	25%	100%	0%	0%	0%	0%	0%	100%
Isles at corral canyon phase I		\$3,134,170	15%	85%	100%	0%	0%	0%	0%	0%	100%
Isles at corral (change order 1 pad cap)		\$380,000	40%	60%	100%	0%	0%	0%	0%	0%	100%
Old Sorrel Parkway		\$350,000	50%	50%	100%	0%	0%	0%	0%	0%	100%
RLW I-80		\$468,000	30%	70%	80%	20%	0%	0%	0%	0%	100%
Pocatello I-86 and I-15	ID	\$6,150,000	100%	100%	18%	46%	36%	0%	0%	0%	100%
Pocatello I-86 and I-16 Phase 2		\$6,150,000	100%	100%	0%	15%	60%	25%	0%	0%	100%
Asteria		\$850,000	100%	0%	100%	0%	0%	0%	0%	0%	100%
Asteria change order #1		\$489,175	25%	75%	95%	5%	0%	0%	0%	0%	100%
Asteria change order #2		\$91,526	0%	100%	60%	40%	0%	0%	0%	0%	100%
Asteria change order #3		\$126,112	0%	100%	60%	40%	0%	0%	0%	0%	100%
Lhoist Virginia single shift exraction		\$386,952	85%	15%	100%	0%	0%	0%	0%	0%	100%
Lhoist Double shift extraction		\$2,400,000	0%	30%	30%	0%	0%	0%	0%	0%	30%
Lhoist Rental equipment		\$1,198,750	0%	30%	30%	0%	0%	0%	0%	0%	30%
Total Contracted		\$24,103,547									

Pending Award:

			Award %								
Toquerville storm drain	UT	\$300,000	0%	100%	15%	60%	25%	0%	0%	0%	100%
Blackfoot I15 Bridge	ID	\$1,500,000	80%	100%	15%	60%	25%	0%	0%	0%	100%
Meta Boise Crushing and Dirt	ID	\$3,500,000	80%	100%	5%	23%	40%	32%	0%	0%	100%
Meta Boise Crushing and Dirt Phase 3	ID	\$4,000,000	50%	100%	0%	0%	0%	20%	37%	43%	100%
Meta Boise Crushing and Dirt Phase 4	ID	\$4,000,000	50%	100%	0%	0%	0%	50%	50%	0%	100%
Crushing Shaw Rancho	CA	\$1,591,450	75%	100%	20%	36%	36%	8%	0%	0%	100%
		\$14,891,450									

Idaho & Utah Project Projections

11M per year for the next 5 years

			Award %								
UT Project 1	UT	\$1,550,000	0%	100%	0%	50%	36%	14%	0%	0%	100%
UT Project 2	UT	\$3,000,000	0%	100%	0%	42%	6%	52%	0%	0%	100%
UT Project 3	UT	\$1,800,000	0%	100%	0%	35%	36%	29%	0%	0%	100%
UT Project 4	UT	\$1,550,000	0%	100%	0%	0%	0%	61%	39%	0%	100%
UT Project 5	UT	\$2,850,000	0%	100%	0%	0%	0%	0%	4%	96%	100%
UT Project 6	UT	\$3,500,000	0%	100%	0%	0%	0%	36%	54%	10%	100%
UT Project 7	UT	\$2,550,000	0%	100%	0%	0%	0%	0%	55%	45%	100%
Idaho Project 1	UT	\$2,000,000	0%	100%	0%	35%	5%	0%	0%	60%	100%
Idaho Project 2	UT	\$2,550,000	0%	100%	0%	0%	0%	0%	5%	95%	100%
Idaho Project 3	UT	\$2,500,000	0%	100%	0%	40%	60%	0%	0%	0%	100%
Idaho Project 4	UT	\$1,250,000	0%	100%	0%	33%	36%	31%	0%	0%	100%
Idaho Project 5	UT	\$2,110,000	0%	100%	0%	0%	0%	25%	60%	15%	100%
Idaho Project 6	UT	\$2,500,000	0%	100%	0%	0%	0%	0%	30%	70%	100%
Idaho Project 7	UT	\$4,000,000	0%	100%	0%	0%	0%	23%	60%	17%	100%
		\$33,710,000									

Revenue Projections

	Year 2022	Year 2023	Year 2024	Year 2025	Year 2026	Year 2027	Total 5 Yr Projection
SLC Crushing (change order)	\$12,500	\$0	\$0	\$0	\$0	\$0	\$12,500
SLC Crushing (wadsworth project 2)	\$245,000	\$245,000	\$0	\$0	\$0	\$0	\$490,000
Cairn Point Apartments	\$297,215	\$0	\$0	\$0	\$0	\$0	\$297,215
Isles at corral canyon phase I	\$2,664,045	\$0	\$0	\$0	\$0	\$0	\$2,664,045
Isles at corral (change order 1 pad cap)	\$228,000	\$0	\$0	\$0	\$0	\$0	\$228,000
Old Sorrel Parkway	\$175,000	\$0	\$0	\$0	\$0	\$0	\$175,000
RLW I-80	\$234,000	\$93,600	\$0	\$0	\$0	\$0	\$327,600
Pocatello I-86 and I-15	\$1,107,000	\$2,829,000	\$2,214,000	\$0	\$0	\$0	\$6,150,000
Pocatello I-86 and I-16 Phase 2	\$0	\$922,500	\$3,690,000	\$1,537,500	\$0	\$0	\$6,150,000
Asteria	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Asteria change order #1	\$342,423	\$24,459	\$0	\$0	\$0	\$0	\$366,882
Asteria change order #2	\$54,916	\$36,610	\$0	\$0	\$0	\$0	\$91,526
Asteria change order #3	\$75,667	\$50,445	\$0	\$0	\$0	\$0	\$126,112
Lhoist Virginia single shift exraction	\$58,043	\$0	\$0	\$0	\$0	\$0	\$58,043
Lhoist Double shift extraction	\$720,000	\$0	\$0	\$0	\$0	\$0	\$720,000
Lhoist Rental equipment	\$359,625	\$0	\$0	\$0	\$0	\$0	\$359,625
Total Contracted	\$6,573,433	\$4,201,614	\$5,904,000	\$1,537,500	\$0	\$0	\$18,216,548

Pending Award:

Toquerville storm drain	\$45,000	\$180,000	\$75,000	\$0	\$0	\$0	\$300,000
Blackfoot I15 Bridge	\$225,000	\$900,000	\$375,000	\$0	\$0	\$0	\$1,500,000
Meta Boise Crushing and Dirt	\$175,000	\$808,500	\$1,400,000	\$1,120,000	\$0	\$0	\$3,503,500
Meta Boise Crushing and Dirt Phase 3	\$0	\$0	\$0	\$800,000	\$1,480,000	\$1,720,000	\$4,000,000
Meta Boise Crushing and Dirt Phase 4	\$0	\$0	\$0	\$2,000,000	\$2,000,000	\$0	\$4,000,000
Crushing Shaw Rancho	\$318,290	\$572,922	\$572,922	\$127,316	\$0	\$0	\$1,591,450
	\$763,290	\$2,461,422	\$2,422,922	\$4,047,316	\$3,480,000	\$1,720,000	\$14,894,950

Idaho & Utah Project Projections

11M per year for the next 5 years

UT Project 1	\$0	\$775,000	\$558,000	\$217,000	\$0	\$0	\$1,550,000
UT Project 2	\$0	\$1,260,000	\$180,000	\$1,560,000	\$0	\$0	\$3,000,000
UT Project 3	\$0	\$630,000	\$648,000	\$522,000	\$0	\$0	\$1,800,000
UT Project 4	\$0	\$0	\$0	\$945,500	\$604,500	\$0	\$1,550,000
UT Project 5	\$0	\$0	\$0	\$0	\$114,000	\$2,736,000	\$2,850,000
UT Project 6	\$0	\$0	\$0	\$1,260,000	\$1,890,000	\$350,000	\$3,500,000
UT Project 7	\$0	\$0	\$0	\$0	\$1,402,500	\$1,147,500	\$2,550,000
Idaho Project 1	\$0	\$700,000	\$100,000	\$0	\$0	\$1,200,000	\$2,000,000
Idaho Project 2	\$0	\$0	\$0	\$0	\$127,500	\$2,422,500	\$2,550,000
Idaho Project 3	\$0	\$1,000,000	\$1,500,000	\$0	\$0	\$0	\$2,500,000
Idaho Project 4	\$0	\$412,500	\$450,000	\$387,500	\$0	\$0	\$1,250,000
Idaho Project 5	\$0	\$0	\$0	\$527,500	\$1,266,000	\$316,500	\$2,110,000
Idaho Project 6	\$0	\$0	\$0	\$0	\$750,000	\$1,750,000	\$2,500,000
Idaho Project 7	\$0	\$0	\$0	\$920,000	\$2,400,000	\$680,000	\$4,000,000
Total	\$0	\$4,777,500	\$3,436,000	\$6,339,500	\$8,554,500	\$10,602,500	\$33,710,000

\$7,336,723	\$11,440,536	\$11,762,922	\$11,924,316	\$12,034,500	\$12,322,500	\$66,821,497
-------------	--------------	--------------	--------------	--------------	--------------	--------------

Revenue Projections		Year 2022	Year 2023	Year 2024	Year 2025	Year 2026	Year 2026	Check
Total Project Revenue		\$7,336,723	\$11,440,536	\$11,762,922	\$11,924,316	\$12,034,500	\$12,322,500	\$66,821,497
Direct Labor	32.00%	\$2,347,751	\$3,660,972	\$3,764,135	\$3,815,781	\$3,851,040	\$3,943,200	
Bulk Fuel	6.00%	\$440,203	\$686,432	\$705,775	\$715,459	\$722,070	\$739,350	
Tractor & Trailer Repair & Maintenance	4.25%	\$312,044	\$486,587	\$500,298	\$507,163	\$511,849	\$524,098	
Equipment Repairs & Maintenance	8.39%	\$615,551	\$959,861	\$986,909	\$1,000,450	\$1,009,695	\$1,033,858	
Small Equipment & Tools (Expense)	0.03%	\$2,099	\$3,274	\$3,366	\$3,412	\$3,444	\$3,526	
Car & Truck	1.70%	\$124,724	\$194,489	\$199,970	\$202,713	\$204,587	\$209,483	
Contractors	1.23%	\$90,242	\$140,719	\$144,684	\$146,669	\$148,024	\$151,567	
Equipment Rental	12.00%	\$880,407	\$1,372,864	\$1,411,551	\$1,430,918	\$1,444,140	\$1,478,700	
Equipment Transportation	0.21%	\$15,751	\$24,562	\$25,254	\$25,601	\$25,837	\$26,455	
Job Supplies	0.85%	\$62,353	\$97,230	\$99,970	\$101,342	\$102,278	\$104,726	
Permits	0.05%	\$3,302	\$5,149	\$5,294	\$5,367	\$5,416	\$5,546	
Total Project Cost	67%	\$4,894,429	\$7,632,138	\$7,847,206	\$7,954,874	\$8,028,380	\$8,220,508	\$44,577,536
Gross Margin		67%	67%	67%	67%	67%	67%	
Gross Profit		\$2,442,295	\$3,808,398	\$3,915,716	\$3,969,442	\$4,006,120	\$4,101,992	
Profit Margin		33%	33%	33%	33%	33%	33%	
Operating Costs								
Bank Charges & Fees	0.05%	\$3,388	\$5,284	\$5,433	\$5,507	\$5,558	\$5,558	
Dues & Subscriptions	0.13%	\$9,617	\$14,996	\$15,418	\$15,630	\$15,774	\$15,774	
Recruiting and Retention	0.01%	\$989	\$1,542	\$1,585	\$1,607	\$1,622	\$1,622	
Rent & Lease	0.54%	\$39,742	\$61,972	\$63,719	\$64,593	\$65,190	\$65,190	
Utilities	0.55%	\$40,594	\$63,301	\$65,085	\$65,978	\$66,587	\$66,587	
Shipping, Freight & Delivery	0.00%	\$14	\$22	\$23	\$23	\$23	\$23	
Taxes & Licenses	0.15%	\$8,721	\$16,837	\$17,312	\$17,549	\$17,711	\$17,711	
Training	0.02%	\$1,501	\$2,753	\$2,831	\$2,870	\$2,896	\$2,896	
Health Insurance - 1001	1.87%	\$43,903	\$68,460	\$70,389	\$71,355	\$72,014	\$72,014	
Insurance	2.58%	\$189,287	\$295,166	\$303,483	\$307,647	\$310,490	\$310,490	
Interest Charge	0.16%	\$11,657	\$18,178	\$18,690	\$18,947	\$19,122	\$19,122	
Office Supplies & Software	0.14%	\$10,360	\$16,154	\$16,609	\$16,837	\$16,993	\$16,993	
Penalties	0.07%	\$5,297	\$8,260	\$8,493	\$8,610	\$8,689	\$8,689	
Legal & Professional Services	1.13%	\$82,733	\$129,010	\$132,645	\$134,465	\$135,708	\$135,708	
Meal & Lodging	0.05%	\$3,668	\$5,720	\$5,881	\$5,962	\$6,017	\$6,017	
Travel	0.07%	\$5,089	\$7,936	\$8,160	\$8,272	\$8,348	\$8,348	
Total Operating Cost	8%	\$456,563	\$715,592	\$735,757	\$745,852	\$752,744	\$752,744	\$4,159,250